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The Solicitors' Journal.

LONDON, NOVEMBER 14, 1874.

CURRENT TOPICS.

THE QUESTION BY WHOM A SUMMONS to attend for examination under section 96 of the Bankruptcy Act, 1869, must be served, which was recently raised in the Liverpool County Court, came before the Chief Judge on Monday last. A full report of the case will be found in the *Weekly Reporter*, and we need not here do more than remind our readers that the question at issue was whether, under Rules 58 and 167, solicitors were entitled to serve these summonses. The county court judge (Mr. Collier), on first hearing the matter, said he did not see his way to making an order refusing solicitors permission to serve them; but on consideration of the Rules, he came to the conclusion (18 S. J. 852) that he "had no option but to direct that these summonses be served by the high bailiff," and he accordingly made an order refusing permission to the solicitor to serve them. The learned Chief Judge, without discussing the merits of the case, held that the county court judge had a discretion; that he had exercised that discretion, and that the court would not interfere with his exercise of that discretion. Assuming that Mr. Collier has been correctly reported, the result is a little bewildering. He seems to have held that, under the rules, he could not exercise any option; the Chief Judge holds that Mr. Collier actually did what he thought he could not legally do.

If the recent case is to be taken as settling that summonses under section 96 can only be served by the high bailiff, the effect will be that solicitors may serve *subpoenas* to compel the attendance of witnesses (Rule 167), but they may not serve summonses to attend for examination under section 96. Can any reason of public convenience be alleged for this anomaly? Will any one, other than a high bailiff scenting fees from afar, say that this official or his servant, who knows nothing about the case, is less likely to make a mistake than the solicitor who knows all about the case, or that the slight difference—eighteenpence, we believe—between the fees of the solicitor and those of the high bailiff is not amply compensated for by the saving to the estate of the risk of incurring the cost of useless attendances and fresh summonses, occasioned by the ignorance and mistakes of the high bailiff's servants?

AMONG THE MYSTERIES OF OUR LAW there is none which puzzles the lay mind more than the taxation of costs. So said Lord Coleridge the other day in the Court of Common Pleas, and whilst there is no doubt that limits must be imposed upon the ardour of litigants preparing for action, the case which drew the observation from his Lordship was a strong illustration of the hard measure which even successful suitors meet with in our courts of law. The action, which was tried at the last London sittings, was brought by a Glasgow shipbuilder to recover between two and three thousand pounds, the balance of the price of an iron steamship built by him for the defendants. The latter declined to pay on the

ground that the ship had not performed well, and to establish this case they raised a variety of objections to her construction and fittings. The trial of the cause lasted five days, and to explain and prove the plaintiff's case to the jury it was absolutely essential, as must be obvious, that there should be in court models of the ship and her fittings, the expense of which was considerable. On every point the jury found in favour of the plaintiff. The justice of his claim was established: the necessity for having these means of establishing it seemed indisputable. But when the costs came to be taxed, the unfortunate plaintiff found that it was a rule of taxation that nothing should be allowed for models, and that he was to have the pleasure of paying out of his own pocket for the necessary means of compelling his adversary to satisfy that which had been demonstrated to be a just claim. The Court of Common Pleas on appeal, including Lord Coleridge who tried the case at Nisi Prius, admitted the hardship, but after taking time to consider the question, announced that on enquiry it had been found that the judges, in framing the rules for the guidance of the masters on taxation, had expressly intended to exclude the cost of models. It was, therefore, useless to grant a rule for the master to review his taxation on that point. Why such an inflexible rule should be made will probably be a puzzle to the plaintiff, and he will scarcely be encouraged by it to seek his remedy in English rather than in Scotch courts of justice.

THERE HAS BEEN A GOOD DEAL OF DISCUSSION during the week on the curious case of *Strachey v. Osborne*, in which four judges of the Court of Common Pleas declined to review the decision of Brett, J., in refusing to certify for costs under section 5 of the County Courts Act, 1867, which enacts that if a plaintiff in a superior court shall not recover more than ten pounds, if the action be founded on tort, "he shall not be entitled" to costs "unless the judge certify on the record that there was sufficient reason for bringing such action in such superior court, or unless the court or judge at chambers by rule or order allow such costs." The action was an action of trespass brought by the lord of the manor against the rector of the parish, and the defendant pleaded twenty pleas, not only denying the plaintiff's title, but setting up a title in himself. Various disputes had arisen between the parties, and the object of the defendant in committing the alleged trespass was to open up a road to his rectory, which the plaintiff did not wish him to enjoy. The jury found in favour of the plaintiff's title, and gave fifty shillings damages for one of the trespasses, but found that the defendant had a right of way. Brett, J., being of opinion that the action was brought to gratify anger, and not to try the right to the manor, refused to certify for costs under the statute, and the court has declined to review his decision.

In such cases there are three questions which may be asked—(1) whether the judge was bound to certify; (2) whether the discretion of the judge (assuming him to have a discretion) could be reviewed by the court, and if it could, then (3) whether it had been rightly exercised. In *Hinde v. Sheppard* (20 W. R. 99, L. R. 7 Ex. 21), Bramwell, B., is reported to have said that where there is sufficient cause for bringing the action in a superior court (which, from the context, he seems to think will be properly tested by inquiring whether the cause is such that if commenced in the county court it would be proper to remove it into a superior court) the judge has no discretion, but is bound to certify. The ground of this opinion is obvious. The statute says that what the judge is to certify to is, whether there was sufficient reason for bringing the action in a superior court, and Bramwell, B., says that the statute thus furnishes the test which the judge is bound to apply. If it is the fact, he ought to say so. But if he does not say so, then the court or a judge at chambers may nevertheless allow costs either on the ground that it is the fact, or on some other ground. If the judge does certify, no court would interfere with his

judgment; indeed, it could not. But if he does not certify, all that happens is, that he has not certified under the statute in the affirmative, and the statute gives him no power to certify in the negative. If the court, on being applied to, should ascertain that in his opinion there really was no sufficient cause for bringing the action in a superior court, they will probably act upon his opinion; but if it only appears that though there was or might be sufficient cause, yet in his good pleasure he thought it was "not a case for costs," then they will not treat his withholding the certificate as conclusive, because the statute only gives him power to certify that there was sufficient cause, and not power to certify whether or no it was "a case for costs;" and they will inquire for themselves whether there was or was not sufficient cause. This we gather to be the view of Bramwell, B. (which has, as we think, been sometimes misunderstood), and it does not seem at all inconsistent with the cases under statute 3 & 4 Vict. c. 24, s. 2, in which the court refused to overrule the opinion of a judge who had certified in favour of the plaintiff (*Morison v. Salmon*, 2 M. & G. 385; *Barker v. Hollier*, 8 M. & W. 513; *Bury v. Dunn*, 1 D. & L. 141). It is, however, to be noticed (as was remarked by Lord Coleridge, C.J., in his judgment) that the words of the repealed section (section 4) of statute 15 & 16 Vict. c. 54, for which section 5 of the County Court Act, 1867, is substituted, are, that the court or judge shall direct that the plaintiff recover his costs, if it appear, amongst other things, that there was sufficient reason for bringing the action in a superior court—words which impose an obligation not expressed by those of the more recent enactment, or of the earlier one of 9 & 10 Vict. c. 95, s. 129. In the present state of the authorities it may be regretted that the Court of Common Pleas agreed so thoroughly with the opinion expressed by Brett, J. at the trial that it became unnecessary to consider whether they could have reviewed his decision if they had been so disposed. It will be remembered that although by rule 47 of the rules under the Judicature Act, 1873, subject to the provisions of the Act, the costs of all proceedings are in the discretion of the court, by section 67 of that Act the provisions of the 5th section of the County Courts Act, 1867, upon which we have commented, are expressly continued.

THERE ARE SOME NOTEWORTHY DISTINCTIONS between the ceremonies which usher in our legal year and those with which our neighbours across the Channel celebrate the resumption of work by their courts. While our judges breakfast with the Chancellor and afterwards appear at Westminster with roseate and jocund countenances, happy to greet their brethren, and knowing that nothing worse is likely to happen than a motion by Proser, Q.C., the French judges first go to mass, and then return to their courts to undergo a dreadful infliction, known as the *discours de rentrée*, the nearest approach to which with us is probably the address of the President of the Social Science Association. The orator is either the *Procureur Général*, or his substitute, or the *Avocat Général*, and the subjects chosen are of the most varied description. Thus among the numerous addresses delivered last week at the opening of local courts all over France, we find that the Court of Appeal at Aix underwent an eloquent historical essay, garnished with scraps of poetry, on the Tribunals of the Revolution in that district; at Caen there was delivered an elaborate address on *L'impôt progressif*; at Haute-Vienne (Limoges) the orator sketched the life of Jean Nicholas de la Reynie, and at Chambéry M. Gimella took for his subject *Montesquieu*. The customary discourse upon the opening of the *Cour de Cassation* at Paris was delivered last Tuesday week by M. Renouard, the *Procureur Général*, and the subject was "Impartiality." From the full report of this address in the French legal journals we make a free translation of a few sentences, which perhaps may not be wholly inapplicable to other courts besides those of France:—"In the judicial life the need of patience is considerable. A

great judge loved to recall the remark of the younger Pliny, '*Judicis patientia pars magna justitiae est.*' And what he advised he practised. His dispassionate attention gave confidence to the practitioner. In arguments he allowed the freest expression of opinion, and habitually reserved his own till the end of the discussion. On the rare occasions on which some hasty expression escaped him he would at once deplore it, and thus give us in another way a lesson of moderation. The virtue of patience in the judge commences at the moment when he thinks he has formed his opinion on the case before him. If after that he leaves himself open to views opposed to that which he has taken, and listens with care to everything that is said, not only will his conscience be at ease, but his dignity will be unhurt by any appearance of precipitation."

A HAPPY RUMOUR REACHES US that several alterations are to be effected in the new court at Lincoln's Inn. We are informed that in deference to the complaints which have been made of the inadequate accommodation in the solicitors "well," it is intended to remove that abode of luxury nearer to the dais, so as to bring the solicitors into closer proximity to the Registrar, and to leave more room for papers, &c., in front of the "well." Let us hope that the Spartan simplicity of the seats and the narrowness of the knee-space will at the same time be remedied. It is also stated that in place of the slightly modified kitchen table at which the Registrar now sits, there is to be substituted a horse-shoe shaped table, at which not only that learned functionary but the judges' officers may find accommodation. The Queen's Counsel are also, we believe, to be made happy by having their table lowered to a reasonable height, and hopes were even held out on Thursday that drawers containing paper and pens might be provided for their use.

THE APPEAL COURT IN CHANCERY has made unexpectedly short work with its paper of appeals. On Thursday noon the great case of *Parker v. McKenna* was commenced, and it will be proceeded with on Tuesday. Besides that case, there is but one effective appeal remaining in the book. Two or three are standing over, but as yet the parties are not prepared. How long *Parker v. McKenna* may occupy the court is a question on which at this stage it would be useless to speculate. In the court below it occupied twenty-two days, and the mass of evidence there taken fills three thick volumes, containing altogether more than two thousand pages of printed matter.

THE NEW LAW COURTS.

THERE seems at last good reason to believe that the present generation may see the courts established in one Palace of Justice. The walls of a considerable portion of the new building have already risen some ten or fifteen feet above the ground, and the energy with which the works are being pushed forward, now they are once commenced, affords a pleasant contrast to the lengthened inaction which preceded their commencement. The external features of the structure have already been fully described by the journals devoted to such topics, but it may be interesting to our readers to have a general outline of the internal arrangements and the accommodation likely to be afforded.

When, in the early part of 1866, the instructions to the competing architects for the New Law Courts were issued, the number of rooms specified as required in the building for the various courts and offices, amounted to at least 860. This included provision for twenty-three courts and their several sets of offices. The number of courts provided for in the building in course of erection is eighteen. The ground to be actually covered by the new buildings is in shape almost square, measuring about 450

feet on each side. There is a rise from the Strand to Carey-street, so that the rooms, which on the south side of the building are on the level, will on the north side be eighteen feet below the surface. In order to understand the general arrangement of the buildings the reader must picture to himself a quadrangle, down the middle of which, from north to south, there runs a block of buildings dividing the interior space into two portions, one of which is to be an open court, called the Great Quadrangle, while the other—that on the western side—is to constitute the Central Hall. This will be a fine apartment, measuring about 230 feet from north to south by 50 feet from east to west. Round it are grouped the several courts. Taking the Strand as the level, all these courts are on what may be called the first floor of the building; so that entering from the Strand the visitor will have to mount a flight of stairs to reach the court floor, but entering from Carey-street he will be on the same floor as the courts. Beginning with the end of the Central Hall nearest the last-named street, we find here placed the six courts for the Chancery Division. Four of them are at the northern end, and the remaining two are one on each side of the Hall. Next in order down the western side we have the Bankruptcy Court, the Admiralty Court, the Divorce Court, and two Exchequer Courts. At the south end are placed another Exchequer Court and a Common Pleas Court. Turning up northward, on the eastern side of the Hall we have two more Common Pleas Courts and three Queen's Bench Courts. There are thus eighteen courts in all grouped round the Central Hall.

Between the hall and the courts is the Bar corridor. The accommodation provided for the Bar is sufficiently extensive. There will be robing rooms, consultation rooms, sitting rooms, and a library, and there is little doubt that a separate refreshment room will be set apart for the use of the members of the bar. Running parallel with the Bar corridor, but on the other side of the courts, is a corridor which will be reserved for the exclusive use of the judges and their immediate attendants. There are two separate entrances for the judges from the Carey-street side, leading into their corridor. The judge will thus, without mounting any steps, find himself in the corridor, with his court on one hand and his private room on the other. Adjoining the judge's room is his robing or retiring room, a room for his secretary, and a waiting room. By means of the corridor each judge can readily communicate with any of his colleagues.

A separate corridor is provided for solicitors on the Strand level, situate immediately beneath the Bar corridor. There are separate entrances to the courts for the judges, the barristers, and the solicitors, and there are separate staircases for jurymen and for witnesses, each leading from their respective waiting rooms, which are on the lower floor. There are entrances to the building provided for the public, but there will be no general admission to the body of the court. Each court will be provided with a gallery, wherein the public may watch the administration of justice without hindering or disturbing those engaged in the business of the court.

Having thus gone through the courts and the accommodation immediately connected therewith, occupying the entire western portion of the building, so far as the court floor is concerned, we will now proceed to the eastern part of the building, still on the same floor. For this purpose we pass along the Strand front, south of the Great Quadrangle, and the first room we come to is one of the Bar rooms before mentioned, having an open corridor on each side of it, the one abutting on the Great Quadrangle and the other on the Strand. Further east are the chambers of the Common Law Judges, extending to the south-east corner of the building, and facing the ground where Temple Bar now stands. Turning up northward at this corner we enter the Queen's Bench Masters' corridor, with the chambers of the masters arranged on either side. This corridor continues northward to the Chancery

Registrars' corridor, where are situated the chambers of the Chancery Registrars. This corridor runs right up to Carey-street, and is continued thence along the north front some distance towards the west, and at length joins the easternmost of the Judges' corridors.

Hitherto we have only been describing the court floor and the several courts and offices placed on that level. In many portions of the building there will be a floor above the court level. We have already stated the position of the Chancery Registrars' chambers on the court floor. These officials will also occupy the whole of the corresponding rooms on the higher floor. In the corresponding rooms on the floor below the court level there will be the Taxing Masters' Office, the Report Office, the Record and Writ Clerks' Office, and the Queen's Remembrancer and several other officials will also be located here. On this floor will also be placed the chambers of the Master of the Rolls and of the Vice-Chancellors.

RAILWAY PASSENGER DUTY.

A PAMPHLET has been forwarded to us by its author, Mr. James Neville Porter, on "The Railway Passenger Duty: its Injustice and its Repeal"—a question which, the author remarks, has not been duly appreciated, and with respect to which he proposes, "in a great measure, to supply the deficiency." Had the writer confined himself to this question, it would have fallen without our province, for we do not affect to deal with questions of finance or political economy. But he couples with this topic that of the "illegality" of the recent decision in *Attorney-General v. North London Railway Company* (L. R. 9 Ex. 330). That is a subject more within our compass; at least, it would at first sight seem so, but we must confess that when we look at the character of the arguments used to prove the alleged "illegality," we feel ourselves on very foreign ground. "In the first place" (says the author) "it should be borne in mind that juridical hermeneutics constitute a part of international law; [!] and therefore, in adjudicating upon the construction of statutes and other legal instruments, regard should not be confined to the *dicta* of the judges of one nation or state alone concerning them (and which has unfortunately been the case to a great extent in this country), but due attention should be paid to what is asserted thereon in the Roman or civil law, the writings of eminent jurists, and the *dicta* of the judges of the leading courts in Europe and America, and the dictates of right reason."

We must admit at once that the courts of this country are not much used to this species of reasoning, and we fear that even in the House of Lords (to which, it seems, the case is proceeding) citations from the Roman law and from foreign jurists will not be thought very relevant to determine the meaning of an English Act of Parliament. However, if the author can produce any apt passage from the Digest, or even from Vattel, bearing on the meaning of the words "ordinary passenger station," or "cheap trains," no doubt it will receive due attention, and such a discovery would be a welcome aid to the educational authorities at Lincoln's-inn in their effort to naturalise the Roman law among us. At present we cannot discover how the citations which the author furnishes from Grotius, Vattel, Domat, and others, assist in the construction of statute 7 & 8 Vict. c. 85, s. 6.

The writer also appeals largely to the evidence given before the Select Committee on Railways in 1844, especially as to the increase in the number of third class passengers which would result from a remission of duty, which, the author thinks, should have induced the Court of Exchequer to put a different construction on the words of the Act from that which those words seemed to them naturally to bear. Unfortunately, however, all the recommendations of the committee are boiled down by the Legislature into the short preamble, "Whereas it is

expedient to secure to the poorer class of travellers the means of travelling by railway at moderate fares, and in carriages in which they may be protected from the weather;" and when Parliament has expressed the reason of what it does, we hardly see how the courts are to go behind it.

While the author complains in strong terms of the "illegality" of the recent judgment, he has forgotten to make any attempt at demonstrating that it is "illegal;" by which, we suppose, he means incorrect, in the only way in which this could possibly be shown—namely, by pointing out how the words of the Act ought to be construed, and in what respect the judgment gives them the wrong meaning. As he has omitted to do this, we will try our hand at a suggestion which occurs on reading the judgment. The part of the judgment which the author chiefly disapproves of is that which decides that the Board of Trade have no power to dispense with the necessity of "cheap trains" stopping at every ordinary passenger station. The ground of this decision is, that it is part of the "essential definition" of a cheap train in the first and general part of the section, that it shall stop at every "ordinary passenger station," and that therefore the third condition, which the Board of Trade can no doubt dispense with, and which provides that "such trains shall, if required, take up and set down passengers at every passenger station which it shall pass on the line," must be construed as referring only to "stations other than the ordinary passenger stations before mentioned, such, for instance, as those which are sometimes established for the convenience of private individuals, or particular works, or on particular days for the accommodation of market people." Now, what the first part of the section says is, that the railway company is, "by means of one train at the least to travel along the railway" from end to end, to "provide for the conveyance of third-class passengers to and from the terminal and other ordinary passenger stations of the railway," subject to the conditions which follow. It is not said, "by means of one train to travel, &c., and to stop at every ordinary passenger station," which one would expect if this is part of the description of the train; nor does it say, the company shall, "by means of one train, &c., provide for the conveyance, &c., to and from the terminal, and every ordinary passenger station," which would expressly make the service of every station part of the essential function of such train. It only says that by such and such a train they shall provide for the conveyance to and from the terminal and other ordinary passenger stations; and the view is at least open to argument, that it was not meant to make the provision for the conveyance by the train part of the "essential definition" of the train, or to "define essentially" the function of the train, but that the nature of the "provision" to be made was left to be regulated by the conditions. To the extent to which this view is plausible, to that extent it becomes less reasonable to put on the words of the third condition a sense which they do not naturally bear. And, upon the other hand, as the limitation put by the court on the words of the third condition has no reference to anything to be found in the Act, which does not in any part of it mention any such special stations as the court supposes it to refer to, there is reason to say that no such limitation ought to be introduced, unless some very decisive ground for its introduction is shown. The two considerations assist one another, and point to the conclusion that the Board may dispense with the necessity of stopping at every ordinary passenger station. Indeed, there is ground for saying that, if any word is to be introduced into the third condition, it is not the word "extraordinary," but the word "ordinary;" otherwise the curious result would follow that, without the dispensation of the Board of Trade, the cheap trains must stop every day at market stations, where ordinary trains are only to stop on market days, and must also stop every day at stations where they would ordinarily stop only on notice or signal. Whether this reasoning is correct or not, it

seems at least plausible, and we venture to think that it is more to the purpose, and more in the line of legitimate reasoning on the construction of the Act, than anything that is likely to be found in Vattel, Grotius, or Puffendorf.

RECENT CASES AFFECTING SOLICITORS.

II.

ONE of the most important cases of the kind now under consideration which came before the courts during the past legal year was that of *Beall v. Smith* (22 W. R. 121, L. R. 9 Ch. 85). In that case a trader, named Beall, became of unsound mind, and, being found wandering about the streets, was placed in a lunatic asylum by a police magistrate. The defendant Smith, his confidential manager, was called upon by Mr. Beall's family to give an account of the stock and of the receipts and payments of the business. Smith, not knowing how to act under the circumstances so as to get a proper release, consulted a firm of solicitors who had in some instances acted for Mr. Beall; and under their advice proceedings were instituted and carried on, of a great portion of which the Court of Appeal in Chancery subsequently expressed their disapproval. The first of the steps thus taken was to file a bill in the name of the lunatic by a next friend, who was proved to the satisfaction of the court to be a nominee of the solicitors. The only defendant was Smith. The bill prayed for an account of defendant's dealings as manager, and for the appointment of a receiver until the plaintiff's recovery or until a committee should be appointed, with directions as to the winding up of the plaintiff's business and property. Without entering into the details of the case, it may be stated that an order was made for a receiver, with the consent of a solicitor representing the lunatic's family, notice to the family having been given by the direction of the chief clerk. The Lords Justices seemed to think that even this order was a great stretch of the jurisdiction of the Court of Chancery, and that, if it could be justified at all, it must be upon the ground that Smith, by reason of his fiduciary position, was a *quasi* trustee of the property in his hands; and they were clearly of opinion that everything done after the date of this order was improper, and that under the circumstances all the subsequent orders of the court and the proceedings thereunder ought to be treated, as between the lunatic and the solicitors, exactly as if they were the orders and proceedings of the solicitors acting on their own motion and responsibility. All these subsequent orders and proceedings were taken without notice to Beall's family, or to the solicitor who had represented them at the appointment of the receiver. The first thing done was to set down the cause for hearing as a short cause, and to take a decree directing various accounts and inquiries. Before the certificate was made under this decree, the solicitors had notice that a petition for inquiry had been presented in lunacy, and also that the plaintiff had been found lunatic. They went on, however, with the suit; the certificate was made; and the cause heard on further consideration. Under the order made on further consideration the following costs, &c., were paid out of the lunatic's estate (all the costs both of plaintiff and defendant being taxed as between solicitor and client)—viz., £207 odd for the plaintiff's costs of the suit, £51 odd for the defendant's costs, £144 odd for receiver's poundage, £246 to an accountant for investigating the books, and some other items, making altogether £700; the gross amount got in being £2,886 odd. The final appointment of a committee was not completed until all these proceedings had been taken and disbursements made; nor were the family aware of them until the committee made the discovery. With the leave of the Master in Lunacy the committee applied to the Court of Chancery, and being dissatisfied with the order

made on his application by Wickens, V.C., he appealed to the Lords Justices. The judgment of Lord Justice James (noticed by us at the time, 18 S. J. 114), is valuable on account of the discussion it contains with reference to the powers of the Court of Chancery over the property of persons of unsound mind, and especially for the emphatic assertion of the utter paralysis that falls upon the arm of that court so soon as a person has been found lunatic by inquisition, even although no committee of his estate has been appointed. For our present purpose, however, it will be sufficient to point out that when proceedings are taken under circumstances like those mentioned above, although they may be taken in a *bonâ fide* belief that the Court of Chancery has full jurisdiction to deal with the matter, yet if, after the court, having been set in motion by the solicitor, has pronounced orders or taken any other proceedings, it is led to believe that the object of the solicitor in whose power the whole proceedings and the form of the orders made virtually were, was not the benefit of the nominal plaintiff, but his own pecuniary profit, and that in reality the nominal plaintiff neither was nor could be benefited by such proceedings; the fact of the orders having been made will not shelter him from having to make reparation to the estate which he has burdened with expenses of his own creating. In the case in question the solicitors were ordered to pay into court in the lunacy all the sums paid for costs either to themselves or to the defendant's solicitor, and the sum paid to the accountant, but they were allowed to deduct the costs of the suit up to the appointment of the receiver. Moreover, with respect to the application to the court by the committee, they were ordered to pay all the costs as between solicitor and client, including the costs of the appeal.

A question of some interest was decided in *Talbot v. Talbot* (22 W. R. 619, L. R. 17 Eq. 347). On the authority of Daniel's Chancery Practice, 5th edition, p. 75, it seems to have been thought that on the death, incapacity, or removal of the next friend of an infant plaintiff, the proper course in all cases is for the solicitors of the plaintiff to apply for the appointment of a new next friend, whose fitness must be proved. The case in question, however, shows that in such a case the next paternal relations of the infant are entitled to nominate a new next friend, and that the person so nominated may obtain orders of course for his appointment as next friend, and for the change of the plaintiff's solicitors on the record, and that on applying for these orders it is not necessary to show the fitness of the applicant, or to serve notice on any one, or file any affidavits in support of the applications.

In the case of *Re Commonwealth Land Building Estate and Auction Company (Limited), Ex parte Hollington* (22 W. R. 106; commented on 18 S. J. 60), a solicitor, being misled by his clerk, issued writs for an amount payable under an order of the Court of Chancery after the clerk had virtually undertaken that an authority to pay the debt to the solicitors for the creditors, instead of to the creditors themselves, should be forwarded to the debtors' solicitor in a few days, and without giving any notice of an intention to issue the writs. Under these circumstances Hall, V.C., ordered the solicitor who issued the writs to pay the costs of the execution and of the application to the court. As we pointed out at the time, the court appears to have made the order in the exercise of its jurisdiction over solicitors as officers of the court.

The case of *Reynolds and Another v. Howell* (22 W. R. 18) was a case where an action having been brought by an attorney in the names of the plaintiffs without their authority, the plaintiffs applied that the proceedings in the action might be stayed. The attorney was insolvent. The question was whether the plaintiffs were bound to pay the costs of the defendants, or whether the defendants were to look for their costs to the attorney. The former alternative appears to have been the usual practice, but in the present case the Court of Queen's

Bench, on the authority of *Robson v. Eaton* (1 T. R. 62), adopted the latter, and ordered the proceedings to be stayed without making any order as to costs. The question has already been fully discussed by us (18 S. J. 157).

Recent Decisions.

COMMON LAW.

LEASE—COVENANT—SUBLETTING.

Treloar v. Bigge, Ex., 22 W. R. 842, L. R. 9 Ex. 151.

In a lease by the defendant to the plaintiff, the plaintiff covenanted not to assign without the defendant's consent in writing, "such consent not being arbitrarily withheld." So far there could hardly be a doubt that the words as to the withholding of consent were merely a qualification on the preceding words; the lessee would not assign without consent, *provided* the refusal of consent were not arbitrary; if consent were arbitrarily refused and he assigned, he would have committed no breach of the covenant. But neither the form of the words nor the context favoured the construction of them as a covenant by the lessor not to withhold consent arbitrarily. But in the power of re-entry the form of expression was changed; the power was to re-enter on the lessee's assigning without the lessor's consent; "but such consent is not to be arbitrarily withheld." It must always remain doubtful what the parties meant to express by these words. Their form favours one view, their position and context another. It is enough to say that, though they are sufficient to limit the power of re-entry, they are, at any rate, not sufficiently clear to create a covenant, and in an action by the lessee against the lessor for arbitrarily withholding his assent, the court arrived at that conclusion. Amplett, B., seems to have thought that the words could not be possibly have a double function, that of a proviso, and also that of a covenant; but it is not clear that there is any such impossibility; cases may be easily conceived in which similar words would probably be so interpreted. The maxim *in dubiis minimum* seems to us a better ground of decision. But it is important also to know what construction will, in such a connection, be put upon the words "arbitrarily withholding consent;" and although Amplett, B., expresses doubt, Kelly, C.B., and Pollock, B., appear to have satisfied themselves upon it. "Arbitrarily" signifies "wilful;" it is therefore opposed to "reasonable," and signifies groundless, or, at least, without such grounds as a reasonable man would act upon; but there is nothing in the context to restrict the grounds to any particular class or description, nothing certainly to exclude consideration of the lessor's own general pecuniary interest (which was the case here), nor anything to exclude grounds which (as was, perhaps, also the case here) would, under the circumstances, prevent him from giving his consent to any assignment.

CARRIER—BILL OF LADING—EXCEPTED PERILS—NEGLIGENCE.

Taylor v. Liverpool and Great Western Steam Ship Company, Q. B. 22 W. R. 752.

D'Arc v. The London and North Western Railway Company, C. P. 22 W. R. 919, L. R. 9 C. P. 325.

These two cases may be noticed together as decided on an identical principle. In the first (*Taylor v. Liverpool, &c., Company*), a bill of lading which included among the excepted perils "thieves," was held not to protect the shipowner against the abstraction of a box of diamonds in port from on board ship—whether by one of the crew, or by a passenger, or by some third person, did not appear. The word was held to have the same meaning as in a policy of insurance, that is, theft accompanied

with violence; and the principle on which this has been so held in the case of policies of insurance, and which was applied here with much more cogent force, is that theft by those on board can (speaking generally) be prevented by the shipowner, and that he therefore ought to bear the loss.

In the second (*D'Arc v. London and North Western Railway Company*), a similar decision was come to with respect to a term in a contract with a railway company, that the goods should be "at owner's risk." It was held that this clause referred to risks of an accidental kind, and did not include injury caused by the negligent delay of the defendants. In this decision the court expressly followed the decision in *Robinson v. Great Western Railway Company* (14 W. R. 206), but in truth it did not need the authority of that case. The rule has been constantly applied in the construction of carriers' contracts, that without very clear words the carrier is not exempted from liability for his own negligence (*Hinton v. Dibbin*, 2 Q. B. 646); and *Martin v. Great Indian Peninsular Railway Company* (L. R. 3 Ex. 9), is a strong instance of the application of this rule.

It may further be noticed that in *Taylor v. Liverpool, &c., Company*, it was sought to bring the case within the exception of "damage to any goods which is capable of being covered by insurance;" but this very strained construction was not admitted by the court, who held that the words referred to some injury to the substance of the goods, and not to their abstraction in an uninjured state. Lastly, it was attempted to throw on the plaintiff the *onus* of proving that the loss was *not* within the exception which was to protect the defendants—of course without success. There was no *prima facie* case bringing it within the exception; if there had been, it would have been a different matter.

SOLICITORS AND LEGAL EDUCATION.

MR. F. T. BIRCHAM, the president of the Incorporated Law Society, at the conference recently held at Leeds, unfolded the policy of his professional brethren in an address marked, not only by lawyer-like shrewdness, but by a fairness of temper that tends to make discussion both pleasant and fruitful. The subject which naturally engaged the largest share of attention at this congress of the solicitors was the change in the relations to each other of the two branches of the legal profession which is involved in Lord Selborne's proposals or in any similar projects of legislation. It is satisfactory to see that the president of the Incorporated Law Society did not propound any revolutionary theory. Mr. Bircham fully recognised the fact that in these days the claims of every profession to consideration and to power must be tested by its performances and by their worth. It is idle to attempt to establish pretensions to an inheritance of privilege upon mere antiquarian grounds. The wealth and the authority of the Inns of Court may have been improperly or unconsciously diverted to the sustenance and aggrandisement of one branch of the legal profession, though both branches might have asserted a co-equal inheritance. But these questions of primitive right are not likely to be investigated by a Parliament of practical men at this time of day. The solicitors understand this perfectly well. Forty years ago they understood it and accepted the fact, and set themselves to try and remedy the consequences. They saw that the young men who were in training for practice as solicitors were without the means of acquiring a sound legal education. They did not agitate for a share of public endowments or corporate property, nor did they make any demands on the national exchequer. They framed and founded a system of instruction and examination in the principles of law which has gradually raised the general tone of technical learning in the ranks of the profession to a point which a generation ago would have appeared beyond hope. "We have within ourselves," said Mr. Bircham, "a teaching and examining school which, if it be not all that it ought to be, is capable of every such development as,

thinking and moving in the spirit of our day, its members may see fit to give it." Thus the profession, which was represented at Leeds by the *élite* of its London and provincial practitioners, is in a position to regard from an independent point of view any proposals, such as those of Lord Selborne, for the establishment of a General School of Law. These projects may be defensible or desirable on grounds of public utility; but in a merely professional aspect they present, if we may form a judgment from the tone of Mr. Bircham's address, little or no real attraction to the members of the Incorporated Law Society. Mr. Bircham warned his fellow members "not to abandon what we have, except in exchange for something which we can feel assured is to be distinctly better." From this it would appear that, in its present form, Lord Selborne's scheme does not satisfy the conditions which the solicitors hold to be indispensable.

Yet, as we know, the Incorporated Law Society has strongly supported the proposals of the late Lord Chancellor, and very probably Mr. Bircham's criticisms were intended rather to make the interests of his order more secure under the scheme than to discourage the advances of educational reformers. The conditions for which he urged his profession to stipulate, in view of any legislation for the establishment of a General School of Law, are not in themselves extravagant. The adequate representation of the profession of solicitors upon the governing body of the new school is only reasonable, though some controversy may arise as to what is meant by the word "adequate." This is, however, a matter of detail that could hardly be settled, even provisionally, before the bill comes to be discussed in Parliament. Again, the claim that all degrees or diplomas of honour or competence should be open to all students in the proposed school of law, whether they be destined for the bar or for the "lower branch of the profession," or for neither, is perfectly admissible. The third point upon which Mr. Bircham insisted is scarcely more doubtful. A rigorous theory might prescribe that the National School of Law should not only examine and qualify all legal students, but should also undertake their instruction. It is certain, however, that the proposal to concentrate all legal education in London would be most unpopular, and, if enforced by law, would constitute a real hardship. Mr. Bircham pointed out that in 1872, out of 659 candidates who presented themselves for their final examination before admission as solicitors, 249, or more than one in three only, came up to London to be examined, and received their training entirely in the country. Accordingly the Incorporated Law Society would protest—at least, its president protested—against giving the new School of Law any "exclusive" privilege as a teaching body. Lord Selborne himself would probably be the first to assent to Mr. Bircham's demand for a "proper visitation of the school, with a satisfactory definition of the duty of its visitors;" nor would any of us dissent from his wish "for efficient examinations in common sense," though we are compelled to leave unanswered his question, "but where would be the Examiners?" These criticisms and stipulations leave the broad lines of Lord Selborne's scheme untouched.—*Times*.

It is stated that at a meeting of the Finance Committee of the Bristol Corporation on Thursday, the office of town clerk, vacant by the death of Mr. D. Burges, was offered to Mr. William Brice, who has acted as city solicitor for many years, and that gentleman accepted the position.

A novel difficulty has arisen in the borough of Newport on the appointment of Mr. C. A. Fox, clerk to the borough magistrates, to the office of Clerk of the Peace for Monmouthshire. It was suggested that by his appointment to the latter office he would become liable to penalties under the 24 & 25 Vict. c. 75, s. 5, which prohibits any clerk to borough justices from being "interested in the prosecution of offenders" at Quarter Sessions. Mr. Fox accordingly resigned his former office, but the magistrates have since submitted a case for the opinion of the Attorney-General, the Solicitor-General, and Mr. F. F. Pinder, who have advised that as the Clerk of the Peace is paid by salary only he cannot be held to be "interested" in prosecutions. The borough magistrates have therefore re-appointed Mr. Fox as their clerk.

Reviews.

ULTRA VIRES.

A TREATISE ON THE DOCTRINE OF ULTRA VIRES: being an Investigation of the Principles which limit the Capacities, Powers, and Liabilities of Corporations, and more especially of Joint Stock Companies. By SEWARD BRICE, M.A., LL.D., London, of the Inner Temple, Esq., Barrister-at-Law. London: Stevens & Haynes.

The law of joint stock companies has received so great a development of late years, and has become of such importance, that a practical treatise on any of its branches is likely to be welcomed by the profession. We are not, therefore, surprised at Mr. Brice's choice of a subject, nor inclined to complain of it; although in strictness the application of the so-called doctrine of *Ultra Vires* to corporations ought not to be the single theme of a text-book. For the rules that make up the doctrine are but slightly connected; and being of a negative or extraordinary character, they are best considered side by side with the corresponding affirmative or ordinary rules. Besides, the subject, if treated separately, should be treated in its relation to the general law of partnership and agency as well as to the special law of corporations.

The choice of the subject appears accordingly to preclude any arrangement of its parts that can be called, in the proper sense of the word, scientific. The work has, in fact, no arrangement at all: after indicating a treatment of the subject which involves some method, the author says that he will not adopt it, but will deal with the incidents of corporations "*seriatim* in a less pretentious way in connection with the particular facts—business, financial proceedings, and the like—to which they severally relate." The absence of orderly treatment is a defect which is likely to re-act upon the author. As he has not himself considered his subject as a whole, he will include things which are foreign and misgivings which are pertinent to it. Thus there is a long introductory chapter, the greater part of which might well have been left out. And the author has omitted to take notice of cases bearing more or less directly on *ultra vires*, the knowledge of which is essential to the practitioner. We may mention *Robinson's Executor's Case* (2 D. M. G. 517) and *Zulueta's Claim* (18 W. R. 416, 778, L. R. 9 Eq. 270, 5 Ch. 444), which is stated on one point, but is not referred to on the important point as to which the appeal court differed from the court below.

When we turn to the more serious question, that of the manner in which the subjects included are treated, we are sorry to have to charge Mr. Brice with great inaccuracy, and with what is, perhaps, worse, an inadequate appreciation of the meaning of the law and of the cases that have made the law.

We will give a few examples of his inaccuracy. In the introductory chapter above referred to, regular communities of religious persons are stated to be corporations sole. It is stated at p. 246, that "there can be no authority to an agent, implied or otherwise, to take proceedings which would be *ultra vires* of the corporation, and that the corporation cannot in any way be rendered amenable for torts committed by one of their servants in the course of such proceedings. This is well shown by" a case of unlawful detention by a station master, the circumstances of which are given. Our author goes on, at p. 247, "This case decides only that no implied authority as to detention belonged to the station master. Of course he might have had express authority to act as he did, and though such authority would have been *ultra vires* of the company purporting to confer it, yet they would have been responsible for the results thereof." At p. 501, it is said that "a person who has sold his shares, even though he may still remain under liabilities, cannot institute proceedings" to restrain *ultra vires* acts. Yet in the next page, among persons who can institute such proceedings are classed, "persons liable to be placed upon B. or other supplemental lists of contribu-

tories." Instances of this kind of carelessness are very numerous.

We do not think that we can give a better example of Mr. Brice's misapprehension of legal principles than that to which we were guided by the preface. We should mention first that Mr. Brice distinguishes what we presume are intended to be general principles or rules resulting from the authorities, by printing them as though they were the headings of chapters. The preface says that "the doctrine of *ultra vires* objected to the restraint of the maxim '*qui facit per alium facit per se*,' and made a desperate stand to be relieved from it. Here, however, the common law maintained its supremacy, though, *mirabile dictu*, equity yielded, so that there is now to be seen the strange anomaly that corporations may be liable at law under circumstances where chancery imposes no liability, and that what the former says is palpable fraud the latter will often pass over, or at least admit its inability to punish." We turn to the portion of the text referred to in a note to this paragraph. After stating and illustrating the rule that at Common Law, corporations are liable to an action for damages for the frauds of their agents, the author lays down as one of the principles or rules resulting from the authorities, that "corporations are not liable in Chancery for the frauds of their agents. *Semble*, but they cannot retain any benefit derived by them from such frauds." He brings forward to support this rule a number of cases in equity which are either inapplicable or no longer law, and then says that "Three recent decisions of the Supreme Court of Appeal have partially removed this anomaly, and have at length determined that a corporation cannot in Chancery any more than at Common Law shield itself from liabilities from the frauds of those it employs." The three cases are *New Brunswick Railway Land Company v. Conybeare*; *Western Bank of Scotland v. Addie*; and *Oakes v. Turquand*, the second of which was a Scotch appeal, and not a Chancery case. After referring to these cases, our author goes on, "But even the above decisions do not go as far as those at law. In *Burwick v. The English Joint Stock Bank*, the Exchequer Chamber held that "an action for fraud lies against a corporation as against any private individual, whether the fraud be that of the principal directly, or of the agents employed, provided only that the latter only are acting within the ordinary scope of their occupation. But in *Western Bank of Scotland v. Addie*," which our readers will observe was the Scotch case, "the Lord Chancellor said, 'But if the person who has been induced to purchase shares by the fraud of the directors, instead of seeking to set aside the contract, prefers to bring an action for damages for the deceit, such an action cannot be maintained against the company, but only against the directors personally.'" This is the ground upon which Mr. Brice states that Chancery will pass over what the Common Law says is fraud. But this is not all. After some further observations, we are presented with another summary of the authorities, part of which is the statement that "It seems that the corporation cannot by any proceedings in Chancery be rendered liable for damages resulting from fraud imputable to it indirectly. If," our author proceeds, "the limitation last mentioned be correct, then it follows that in future, corporations will not be liable at law for indirect fraud, since the Supreme Court of Judicature Act, 1873, expressly provides that where the rules of law and equity conflict, those of equity are to prevail. This result—the holding corporations not liable for the frauds of their agents—will cause a considerable qualification of the law, as at present existing, of principal and agent, and it will be a strange exemplification of the unexpected effects produced by sweeping legislative enactments passed without a due consideration of the matters affected thereby." We think that our readers will not require us to explain to them the nature or extent of the fallacies involved in the part of Mr. Brice's treatise of which we have just given a sketch.

We will say, in justice to Mr. Brice, that there are not many cases in which he has shown so complete a misapprehension of the law as in this. But the instance is typical of the defect which underlies the entire work, and every now and then exhibits itself, sometimes by a wrong reading of cases, and sometimes by the citation of cases to support a proposition on which they have no real bearing. It is typical also of a certain flippancy—an *ex cathedra* air—which, having regard to what we think of our author's competency, seems to us to be singularly misplaced.

We are sorry that we are obliged to pass so unfavourable a judgment upon this book. We will, in conclusion, say all that we can in its favour;—that Mr. Brice has shown a laudable desire to try and think for himself; that he has adopted a plan which if properly carried out we think a very good one, that of stating a rule in general terms, and then giving a summary of the authorities that support it; and that the book may be useful to the practitioner if consulted in addition to, and not instead of the other well-known works on company law that treat incidentally of the doctrine of *ultra vires*.

Notes.

A DECISION OF CONSIDERABLE IMPORTANCE with regard to building societies' mortgages was given by the Court of Appeal last week in *Ex parte Osborne*. The facts were that a Mr. Goldsmith became a member of a building society in respect of twelve shares of the nominal value of £50 each. The rules of the society provided that the funds of the society should be advanced to the members, or otherwise invested on mortgage, and that every member receiving an advance should repay the same, with interest at the rate determined by the board, by monthly or other instalments, and should execute such a mortgage security as the society's solicitors should require. The prospectus of the society contained a scale of the monthly payments for each £100 advanced, according to the term of years for which it might be borrowed, and stated "the above instalments amount in all cases to £5 per cent. per annum for the term selected, added to the principal sum borrowed, and distributed in monthly payments throughout the term." Fines were to be incurred in case of non-punctual payment of the instalments. Mr. Goldsmith borrowed £600 from the society, to be repaid in seven years, and to secure the repayment he gave a mortgage by underlease of a leasehold property. The deed provided for a surrender of the property to him if he should pay the subscriptions, fines, and other payments which should become due from him in respect of his shares, and of the £600 advanced, observe all the rules of the society in respect of the shares, pay the rent, and perform the covenants of the lease. In case of default on his part, power was given to the society to sell the properties, and out of the sale-moneys to retain, first their costs, and in the next place, "all such subscriptions, fines, and other sums of money and payments which shall be then due, or which shall afterwards become due in respect of the said shares during the then remainder of the said period of seven years, it being agreed by the said parties hereto that in case any such sale shall take place, all the moneys which shall at any time afterwards become due from the said Goldsmith, his executors, administrators, or assigns, in respect of the said shares according to the rules of the said association shall be considered as then immediately due and payable." Goldsmith made default in payment of his instalments, and became bankrupt. The society sold the property several years before the expiration of the seven years, and the question arose between them and the trustee under the bankruptcy as to the amount which they were entitled to retain out of the sale moneys. The society claimed to retain the full amount of all the instalments (not already paid by Goldsmith) up to the end of the seven years. The court decided that the society could not retain anything in respect of interest to accrue due after the completion of the sale, the principal debt being then satisfied. They were entitled to retain all the

fines and instalments which became due before the completion of the sale; but a calculation must be made of how much of the future instalments represented principal, and how much represented interest, and they were not entitled to retain that part which represented interest.

THE TRIBUNAL OF COMMERCE at Nancy, in the case of *Lemercier v. Dujardin* (reported in a recent number of *Annales de la Propriété Industrielle*), decided a question of the kind which constantly agitates "green-rooms." It appears that in June, 1873, Madame Dujardin entered into an engagement to play at the theatre at Nancy. At the time when the lady entered into the contract, she sent to the manager of the theatre, as part of the contract, a *repertoire* signed by her, containing the names of the parts she undertook to play. Among these was that of Clairette in *La Fille de Madame Angot*. M. Lemercier, the manager, when this operetta was placed in rehearsal, gave Madame Dujardin the part of Mlle. Lange instead of that of Clairette, which he assigned to another artist. Madame Dujardin refused to play the part given to her. The manager thereupon brought the matter before the tribunal, praying that the obstinate lady might either be decreed to perform the part assigned to her, or, in case of her continued refusal, might be ordered to pay damages. The court, in rejecting the application, remarked that, under article 1156 of the *Code Civil*, in construing agreements, they had to find out the common intention of the parties rather than to adhere to the literal meaning of the words used. It was not denied that the engagement of Madame Dujardin was to play "*en chef ou en partage*," and the court held that this condition gave the manager the right to substitute another artist in the rôle of Clairette specified by Madame Dujardin, but did not enable him to compel that lady to play another part in the same piece which she had not studied, and which she must have intended to exclude by her specification. That, said the court, would be to give the words "*en partage*" a meaning which they would not bear. The manager sought to bolster up his case by alleging a right to distribute as he thought proper the parts in the *pièces nouvelles*. But the court pointed out that by this term are understood pieces not more than a year old; and since the operetta of *La Fille de Madame Angot* had been first represented at Brussels on 4th December, 1872, at the date of the entry of the case it had been in existence more than a year. Hence the court declared that the manager was justified in not giving to Madame Dujardin the part she had specified, and that Madame Dujardin was also justified in refusing to play the part the manager had specified.

IN THE CASE of *Cullinan Miners* on Saturday last, the composure of the Queen's Bench in Ireland was ruffled by a little explosion of a type not altogether unknown in other courts in that country. The Lord Chief Justice took occasion to observe that there had been several cases of the same kind before not only the Queen's Bench, but the late Lord Chief Baron. He did not understand why a judge of that court should "whisk about" for reasons to set aside the settled practice of the courts. Mr. Justice Fitzgerald, the judge at whom the remark was aimed, took up the challenge, and said that he had given his best consideration to the case upon the affidavit, and made the ruling which in his judgment the interests of justice required. He had not "whisked about" for any reasons to reverse the practice. Matters hereupon appeared serious; for an accusation of "whisking about," whatever else it may mean, obviously implies something altogether inconsistent with the dignity which is invariably characteristic of the Irish judge. Fortunately, however, before the controversy went farther, Mr. Justice Barry succeeded in throwing oil on the troubled waters by a suggestion which seems to amount to this, that in fact each learned judge was more or less right in his view of the course to be taken.

ON TUESDAY LAST the Chief Judge, in a case of *Ex parte Lindsay*, decided that, to justify the making of an adjudication of bankruptcy, even when the alleged debtor

does not appear on the hearing of the petition and has given no notice, under rule 36, of his intention to show cause against it, there must be strict proof of the commission of an act of bankruptcy, &c., and it is not sufficient that there is the common affidavit (Form No. 11) verifying the statements contained in the petition. His Lordship said that the purpose of the common affidavit in support of a bankruptcy petition is only to justify the sealing of the petition. In the same case the objection was taken that an adjudication could not be made by a deputy registrar. The Chief Judge, however, thought that, by virtue of rules 1 & 3, the judge of a county court is enabled to delegate the powers vested in him by the Bankruptcy Act, 1869 to a deputy registrar as well as to a registrar.

IN SEVERAL RECENT CASES the Chief Judge in Bankruptcy has complained that the notices of appeal motions did not state the nature of the orders appealed from. Solicitors practising in bankruptcy would do well to take a note of this.

The *Times* prints the following letter from the Steward of Gray's Inn:—"Gray's Inn, Nov. 4, 1874.—At a Pension holden on the 4th day of November, 1874, Master Manisty called the attention to the Bench to the numbers of the newspaper called the *Englishman*, edited by Dr. Kenaley, a member of this Society, and a barrister-at-law, since the making of the order of Pension on the 1st of August last, and to the terms of that order, and then moved the following resolutions, which were seconded by Master Holker, Solicitor-General, and carried:—1st. That Dr. Kenaley be called upon to show cause, on Thursday, the 26th day of November inst., at 11 o'clock a.m., why his name should not be erased from the roll of the members of this Society, and his call to the Bar vacated, on the ground that, being the editor of that newspaper, he is unfit to be a member of this Society or of the English Bar. 2d. That a special Pension be holden on the day and at the time above named for the purpose of hearing Dr. Kenaley, either in person or by counsel or attorney. 3d. That a copy of these resolutions be forthwith sent to Dr. Kenaley and Mr. Evans, who appeared for him as his attorney on a former occasion."—Charles Edmund Banks."

Under the Borough Funds Act, passed two sessions ago, it is required that before going to Parliament a corporation should obtain the consent of the ratepayers, in public meeting assembled. A meeting duly convened was held in the Manchester Town-hall on Wednesday, the Mayor in the chair, to give the required sanction to a proposed City Improvement Bill. The meeting was practically unanimous, but one ratepayer complained that in the proposed improvements the ward with which he was connected had not been considered, and when the formal resolution was put to the meeting, he alone voted against it. Afterwards, as he is entitled to do under the Borough Funds Act, he demanded a poll of the ratepayers. Ultimately, under pressure from all present, he withdrew his demand, which, if persisted in, the Town Clerk (Sir Joseph Heron) stated would have cost the city from £700 to £1,000. Sir Joseph Heron condemned the Act as being in this respect the most absurd which had ever passed the Legislature, inasmuch as it placed it in the power of a single ratepayer to override the feeling of an entire community in order to show off his own importance. Under the Act one person might stupidly say, "I will have a poll," and the chances were that the most valuable and important project that could be conceived might be set aside by the mere expenditure on a few placards saying "Vote against Rates!"

In a case which was recently heard at judges' chambers, counsel called attention to the fact that a shorthand writer was in the room. Baron Bramwell.—It is a most improper proceeding that a conversational discussion like this should be reported. Is there a reporter for the press present? A reporter announced that he was present and offered to leave his notes in the judge's hands. He was ordered immediately to withdraw.

The Eaton (Ohio) *Democrat*, speaking of a candidate for the bench of the Supreme Court of Ohio, says: "He is a good man socially, but his periodical speeches unfit him for the important position of Supreme Judge."

AN AMERICAN FINAL EXAMINATION.

The judges of the Supreme Court of Illinois have been presiding at an examination of students for admission to the bar, and Mrs. Bradwell has published a pamphlet in which the questions and answers are reported. Some of the answers are not unamusing.]

Q. The question is, taking a general view, whether a wager, at common law, is lawful.

A. All the class, in chorus. It is not lawful.

Q. Out of what do incorporeal hereditaments issue?

A. Out of rents and profits.

Q. Suppose a man should die seized of an estate, and leave no one to inherit it?

A. Yes, sir.

Q. When is it acquired by forfeiture?

A. It is acquired by forfeiture when the party owning the land owes something to another.

Q. Would an estate for a thousand years be a freehold or less than a freehold?

A. You cannot give an estate for one thousand years; nine hundred and ninety-nine years you may give, and that would be less than a freehold.

Q. How are corporations dissolved?

A. They were dissolved in various ways: sometimes by their own limitation, sometimes by the death of a party, sometimes by Act of Parliament, and sometimes by the happening of events, I believe. They were dissolved also by the termination of the event by which they were created.

Q. Would there be no means by which they could be estopped?

A. Yes, sir.

A. They could be estopped by *quo warranto* and *scire facias*.

Q. What is the general issue in an action of debt on a specialty?

A. Not guilty.

A. *Non est factum*.

Mr. Wheeler. Is that the general issue in debt?

A. I think it as near as you can get at it.

Q. How does Blackstone describe the matter of the responsibility of a minister to the House of Commons, and the necessity of the removal of a ministry and the election of a new Parliament in case there is a conflict between the House of Commons and the king?

A. When an Act has passed through Parliament it is supposed to have received the assent of the reigning sovereign. When it is not assented to in this manner, it causes a dissolution.

Q. How many courts of record are described as existing in England?

A. At first there was only one court in the feodary; then, afterwards, there were several courts—the Court of Chancery, Assize, and Courts of Quarter Sessions.

Q. What are known as the four superior courts?

A. The Court of Exchequer, the Court of Assize, the Court of Appeals, and the Court of Chancery.

Q. Can you state what they are, Mr. Randall?

A. I do not believe I can. There are nine different courts.

Q. I asked for the four superior courts.

A. Nisi Prius, I think, is one, the Court of Common Law, Court of Criminal Law, and Court of Chancery.

A. The Courts of Assize, Nisi Prius, Ecclesiastical, and Chancery.

Q. What is the name of an intermediate court between the King's Bench, Common Pleas, or either of the superior courts, to the House of Lords?

A. I think the Courts of Exchequer and Nisi Prius.

Q. Is the Constitution of England written?

A. It is unwritten.

Q. How is it determined?

A. It is determined by the king.—*American Law Review*.

The trial of Clement Darvenois, who was Minister of Commerce under the Empire, and five other persons charged with fraud and breach of trust in connexion with the *Régie Territoriale d'Espagne* commenced at Paris on Tuesday. It is likely to occupy several days.

General Correspondence.

LEGAL OR MEDICAL CORONERS.

To the Editor of the Solicitors' Journal.

Sir,—I quite concur with you in holding that the office of coroner is one of so much importance that it ought no longer to be left to popular election to determine by whom it is to be filled, whenever a vacancy occurs in any of our counties. It is well known that under such circumstances the best man is not always chosen, but rather the one whose organisation has been most perfect, and who has spent the most money in conducting the election. I submit that this is a question which might well be taken in hand by the Lord Chancellor, who seems wishful to do what he can in the way of effecting legal reform. I am always opposed to the holder of any office of a judicial character being elected by popular vote. Any candidate, however good his intentions may be, is apt, in the heat of the contest, to say and do many things which, in calmer moments, he must be satisfied are quite incompatible with the dignity and duties of the office. To compel a man soliciting a judicial appointment to go through the anxiety and turmoil of a contested election is to make him expose himself to dangers and difficulties in which it is the public interest that he should not be involved.

On the vexed question as to whether the coroner should be a lawyer or a medical man, I suppose it will not be allowed by your medical contemporaries that I, as a lawyer, can deal with the question impartially. I am, however, too much accustomed to look at both sides of cases, and, I hope, too much interested in the well-being of my country to allow any feeling of personal or professional interest to prejudice my judgment. So I have no hesitation in affirming that I entirely agree with you that the lawyer is the fitter man for the post, as you have more than once very properly insisted. Scarcely any inquest takes place without the examination of a medical man, and scarcely any medical testimony is given with which a lawyer of average ability is not competent to deal. The question, of course, while the present system of election continues, is, who is the best man, and not what is his profession; and a really good medical man will be better qualified than an inexperienced and incompetent lawyer. But, Sir, much depends upon our branch of the profession properly exerting itself. Solicitors are so apathetic that they permit opportunities to pass without in the least troubling themselves to utilise them. We ought to be more united, and to take a deeper interest in all that concerns our profession. We ought to do all in our power to raise its standard both in legal knowledge and intellectual acquirements. Let us remember that there is something higher and nobler to be achieved than simply to gain a verdict or receive a decree. Then, and not till then, will the real influence which naturally flows from the faithful and honest performance of our responsible duties be fully felt and duly recognised.

I trust your powerful pen will not cease to be used until this question of the election of coroners and of the persons most competent for the office has been settled, and the evils, not to say abuses, of the existing system superseded by the adoption of some well-devised scheme of reform.

London.

K.

THE VENDOR AND PURCHASER ACT, 1874.

[To the Editor of the Solicitors' Journal.]

Sir,—The question whether the seventh section of this Act takes away from all legal estates their former advantages over merely equitable estates, as is contended for in the article in your number of Oct. 31; or merely takes away the advantage which the owner of one of two conflicting equitable interests could formerly obtain over the owner of the other, by the acquisition of the legal estate, is a question of the gravest importance. Whatever the legislature intended it has certainly failed to express it in Dean Swift's third style—viz. that style which cannot be mis-understood. Originally this unfortunate section formed no part of the draft of the Act as at first introduced, but was section 125 of the Land Titles and Transfer bill. As a part of that measure it was in its right place, because as the cardinal point of the registration scheme is to substitute a new kind of statutory legal estate for the old legal estate, and

to reduce all unregistered ownerships to equitable interests, it was clearly undesirable that any unregistered equitable interest should obtain a priority by "being tacked to or protected by" the old kind of legal estate. Advantageous as many of the provisions of the Vendor and Purchaser Act seem likely to be, I cannot but think that it was a misfortune that it was, to the surprise of the profession, hurried through after the larger measure had been dropped, as it might have been made more satisfactory if longer time had been allowed for criticism. It is still more unfortunate that this particular seventh clause was taken from its original place in the Land Transfer Bill, where it was appropriate, and thrust into this. If your construction of the clause be correct, that it abolishes altogether the protection or priority which a legal estate has hitherto enjoyed, the sooner it is repealed *ab initio*, as was the 8th section of the Act 7 & 8 Vict. c. 76, by the 1st section of 8 & 9 Vict. c. 106, the better, for until that is done, or until, as has been well observed by your correspondent H. and the writer of your article, priorities of equitable interests in land, like the priorities of assignments of *choses in action*, can be obtained by diligence in searching for and giving notice, we shall be in a state of uncertainty and confusion. We must either go back or go forward. Either priority must be ensured, as it was before the passing of this Act, by obtaining the legal estate, or the law of interests in realty must be assimilated to that of interests in *choses in action*. If you are right it seems to me we have lost an old protection, and have not obtained its substitute.

I submit, however, that there is yet something to be said in favour of the construction of this unfortunate section contended for by your correspondent H. Having regard to the fact that the legislature has not been considerate enough to explain to us by preamble or recital what its intentions were, it is to be presumed that the words of the section will be strictly construed as the only index to its meaning. These words are:—"After the commencement of this Act no priority or protection shall be given or allowed to any estate, right, or interest in land by reason of such estate, right, or interest being protected by or tacked to any legal or other estate or interest in such land; and full effect shall be given in every court to this provision although the person claiming such priority or protection as aforesaid shall claim as a purchaser for valuable consideration and without notice." Now these words clearly suppose two kinds of estates to exist in a case which is to bring the enactment into operation. There is the "estate, right, or interest" which is capable of priority or protection, and there is the "legal or other estate" (what other?) which now gives priority or protection, and the section says, *not that legal interests shall have no priority over equitable interests*, but that such legal or other interest shall give no priority or protection to any other (i.e., separate and distinct) estate, right, or interest; reserving, as it seems to me, the original priority and protection which the legal or other interest of, in, and by itself, and of its own proper nature, now gives to its owner. This construction of the section is aided by the use of the word which exemplifies the very operation which it would seem to me it is the object of the section to prevent. The section speaks of the one estate being "tacked" to the other, and in tacking the owner of the legal estate not only obtains the rights which that estate originally gave to its owner but a priority or protection for another estate which, but for its junction with that legal estate, such other estate would not have had.

Surely as this construction will give full effect to every word of the clause, some wider and more definite expressions than these are required to take away the original rights and priority of the legal estate itself? J.

Birmingham.

[Has our correspondent fully considered that everyone who claims the protection of the legal estate in a court of equity must have an equitable "estate, right or interest" which he seeks to protect by the legal estate? Can he do so since the passing of section 7? The Act does not say that a person shall not *gain* protection for his equitable estate, but that it shall not *be* protected by his legal estate.—Ed. S. J.]

SOLICITORS' EDUCATION.

[To the Editor of the Solicitors' Journal.]

Sir,—On perusing the list of applications for admission, which appeared in your impression of last week, I was struck with the fact that only two of the applicants were holders of a degree. No doubt, in this utilitarian age, circumstances of various kinds render it necessary that a young man should be earning something for himself as early as possible; but, among so large a number, there must surely be more than two whose position admitted of their receiving a University education. At all events, if it is not so, such a state of things, it must be confessed, does not augur well for the future of our branch of the profession. Parents and guardians cannot be too often reminded of the great advantage it is to a solicitor to have taken his degree. Lord Selborne has more than once stated how much he owes his present exalted position to the wisdom of his father in having furnished him with the means of going to the University of Oxford. In view of present and probable future changes, it is most important that there should be as high a standard of education as possible among solicitors, as was so properly urged by the president of the Incorporated Law Society in his address at Leeds. Probably a few of the present applicants may have spent some time at one of the Universities, and left without taking a degree. In that case, unless pecuniary considerations deprived them of the opportunity of taking their degrees, it would be better that the fact of their having been to college and failed to obtain their degrees should not be known, for unless such men materially alter it is not too much to suppose that they would not become very successful lawyers or great ornaments to the profession.

In my own case, the advanced age of my father necessitated my being articled as early as possible, but, this consideration excepted, I have often since regretted that I could not have remained longer at school and gone to college. I know it is said that college life often unfits a man for the drudgery of a lawyer's office; but this will not be so in the case of a right-minded man, who is only anxious to fit himself, in the best way he can, for the duties of his profession and the business of life. A little knowledge is no doubt a dangerous thing, but a sound and perfect knowledge, and the possession of enlightened and liberal views, such as may be acquired at any of our Universities, not only inspire a man with confidence, courage, and decision, but impart to him a method of dealing with persons and things which thoroughly establishes the solicitor in the confidence of his client, and elevates the tone, and increases greatly the influence, of our branch of the profession.

W. J.

FORM OF WRIT OF SUMMONS IN THE NEW RULES.

[To the Editor of the Solicitors' Journal.]

Sir,—As the proposed rules under the Judicature Act, 1873, are not yet formally sanctioned, I hope there is time to make some alterations, which I will proceed to suggest, in the form of the original writ of summons given in Order 1, Rule 1.

The orders show that this writ must have a date, say day, month, and year, but the form suggests only the year; again, the form says, "here put the letter and number." I ask, what letter and number? Then again the word "Division" appears at the head of the form, but nothing shows that words are to be added to explain what division. Specimens of these matters should have been given, but no doubt these little trifles will all come right in practice. But I want more particularly to suggest that the words in the body of the writ, "inclusive of the day of such service," and in the memorandum to be subscribed on the writ, "including the day of such date," are pure surplusage, and answer no good end; if the words were not there the defendant would have a day longer in which to appear, and if that be thought too great an indulgence, then limit the time for appearance to six days or seven days. These words are not used in the indorsement on a declaration demanding a plea, and they need not be used in demanding an appearance. The omission of them would save a great deal of writing in the course of a year, and I think the writ would be better understood by defendants.

The writ is to be tested in the name of the Lord Chancellor. Then why should not the full form have been given, instead of saying, "Witness, &c." The residences of the plaintiff must be shown on the writ, and the place of business of the plaintiff's solicitor. The form would better have explained this if the blanks in it had been filled up with specimens. "This writ was served by X. Y." would have been improved had the words been, "This writ was served by me, X. Y."

CRITIC.

Manchester, Nov. 11.

MOVING RULES NISI.

ON Monday last in the Court of Common Pleas a learned counsel moved to set aside a nonsuit in a case tried at the last Manchester Assizes, when the following conversation is stated by the *Manchester Guardian* to have occurred:—

Mr. Justice Brett.—Were you instructed at the trial?

Counsel.—No my Lord; I am not upon that circuit. I am independently instructed.

Lord Coleridge.—How is that?

Counsel said that plaintiff had changed his attorney, and that might account for it.

Their Lordships having consulted,

Lord Coleridge asked if the inflexible rule of the profession had been altered, that when a gentleman was instructed at the trial, he, and he alone, without a breach of professional etiquette, could move the Court?

Counsel said the explanation was that the plaintiff was a very poor man, and without the means of instructing his solicitor at Manchester. He was therefore under the necessity of coming to London, and consulted a solicitor in the Temple, who had instructed him.

Lord Coleridge did not see how the change of solicitor mattered. When he was at the bar it was an inflexible rule, which he had been called upon as Attorney-General to enforce, that those gentlemen who were at the trial, and those gentlemen alone, were competent to move these cases. Was that rule abrogated in 1874?

Counsel thought not, but he was under the impression that the gentleman who appeared for the plaintiff was a local gentleman, and was not in London.

Mr. Justice Denman observed that the counsel at the trial was a gentleman who was now a Q.C. and who was now in Westminster Hall.

Counsel said he was not aware of that at the time he received his instructions.

Mr. Justice Brett.—If you had known that Mr. — had been at the trial as counsel, you would not have taken the brief without, at any rate, communicating with him?

Counsel.—Certainly not, my Lord.

Lord Coleridge said it was a rule which the bar made, and which they enforced.

Mr. Justice Denman said it was a rule also which the courts countenanced.

After counsel had read plaintiff's affidavit,

Lord COLERIDGE said he was glad to find that counsel informed the court that he did not move with a knowledge of the circumstances, and that he did not intend in any degree to break through a rule which, ever since he had known the profession, had been inflexible. He was glad to find that counsel took the course he did without the least intention to infringe the professional practice. The rule had been moved upon an affidavit and a statement. The court had listened to the affidavit from the unusual and unexampled circumstances of the case; but it disclosed no ground upon which the nonsuit should be set aside. Then, if they went beyond the affidavit to the statement, it was plain that it was made by a counsel who was not present at the trial, and who could not pledge his own character to the statement, so as to inspire the confidence of the court in acting upon it. There would therefore be no rule.

Mr. Justice Mellor and Mr. Justice Blackburn will take the Manchester and Liverpool Winter Assizes; Mr. Baron Bramwell will take the home counties; Mr. Justice Brett, Chester, Stafford, Worcester; Mr. Baron Cleasby, Durham, Newcastle-on-Tyne, Leicester and borough; and Mr. Justice Denman, Warwick, Yorkshire, West Riding (Leeds).

Societies.

LAW STUDENTS' DEBATING SOCIETY.

At the usual weekly meeting of the society held on Tuesday evening last at the Law Institution, the following question was appointed for discussion:—"No. CCXXXII. jurisprudential—Ought the absolute power of testamentary disposition to be restricted so as to disable the parent from entirely disinheriting his children?" After a long debate the question was decided in the negative by a large majority, the meeting being very well attended.

LAW ASSOCIATION.

At the usual monthly meeting of the board of directors, held at the Hall of the Incorporated Law Society on Thursday the 5th inst., the following being present—viz., Mr. Steward (chairman), and Messrs. Bennett, Hedger, Kelly, Lovell, Masterman, Sidney Smith, Tylee, and Boodle (secretary), three grants of £10 each were made to the families of non-members, two new members were admitted, and other general business transacted.

ARTICLED CLERKS' SOCIETY.

The tenth annual inaugural meeting of this society, was held at Clement's Inn Hall on Wednesday last; Professor Leone Levi in the chair. The learned Professor, in the course of his remarks, suggesting to the meeting several questions for their future consideration, said,—"A proposal had been made for an International Code of Laws to define with all possible precision the rights and duties of nations and individuals in time of war and peace. In attempting to draft such a code, would it not be necessary to distinguish those principles which obtained general assent from those on which no agreement existed? And how should we deal with the latter portion of such principles, when we know the different views representing the varying policy of States jealous of one another? The reduction to a code of any propositions of International Law was not free from difficulty. Could there be any law without a legislator, and who is the legislator of nations? Should we aim at more than a general assent of nations to certain propositions in the shape of a common explanation of the declaration respecting all maritime law signed at the Congress of Paris in 1856, or should we urge the collection of a series of Treaties on the different questions? And what was the range of subjects admissible in this International Code? Should private international law, or the law of neutrals, minority, marriage, and contracts be added to the law of peace and war? Had we arrived at the point of preparing a series of International Laws on the rights and duties of the State, on the personal and private laws of individuals, on the trade rights of patents, copyright, trade-marks, and the like; on crime, extradition, courts, and evidence? Another question of difficulty was the suggested Code of International Arbitration. Just think what kinds of disputes might be submitted to such a Code. Would England submit to it any questions between herself and Ireland, or the Colonies? Would the United States have submitted to it her quarrel with the Southern States? And was the late dispute between France and Germany capable of being decided by such a Code? And who were to be the members of the Board? Were they to be diplomatists or jurists? Was the Board to be a council to which all nations were to be admitted, and was each State to be equally represented in the Board irrespective of her size and power? And what authority and what power would the award possess? If obligatory, what were its sanctions but war? If optional, would it have sufficient authority?" In conclusion, the Professor gave his audience some advice as to their conduct in the practice of their profession.

He was followed by Mr. Round, LL.B., B.A., who read a most interesting and instructive paper on the "Scientific Study of the Law," which was discussed with much animation by the members and visitors.

LIVERPOOL LAW SOCIETY.

The forty-eighth annual meeting of this society was recently held at the Law Association rooms, Cook-street,

Mr. T. E. Paget, president, in the chair. The report, which dealt chiefly with the legislation of the past session of Parliament, stated that the number of members was 186; the barristers and others, not being members, who subscribed to the library, numbered seventeen. Numerous additions had been made to the library, which continued to be largely used by the members. Touching upon the question of the site for the proposed new law courts and offices in Liverpool, the committee acknowledged the kind attention which Lord Sandon had given to the question. With respect to the law lectures they "regretted very much that their efforts to continue them had proved unsuccessful. Arrangements were in contemplation for the delivery of a course of lectures during the ensuing session, but having regard to the scanty attendance last session it was thought advisable, before finally concluding the arrangements, to ascertain as far as possible what support might be relied upon. A circular was accordingly sent to each member of the profession asking if his articulated clerks would subscribe. The response to this was of so limited a character that the committee did not feel justified, in view of its financial position, in proceeding further in the matter, and for the present the lectures have been abandoned." In conclusion, the committee acknowledged the assistance rendered by the members for the borough during the past session upon all matters brought to their notice. The statement of accounts showed a balance in hand of £140 10s. 11d. The report and accounts were passed unanimously, on the proposition of the president, seconded by Mr. Hull. Eight members of the committee were then appointed, in place of those retiring; and Mr. William Arthur Weightman was unanimously admitted a member of the society. This concluded the general business, and the president presented the Timpron Martin and Atkinson medals for the year 1874 to Mr. G. B. Cummins and Mr. George Hime. In doing so, the president observed that in this age, when competitive examinations met us at every turn, it was hard to believe that less than forty years ago the profession of attorney did not require any examination to be passed. Previous to 1836 a gentleman who had passed his articles was admitted simply on the certificate of a barrister that he was a fit person to be so admitted. The president gave an amusing illustration of the ease with which such certificates could be obtained, and while admitting that there were many men fully as competent previous to the passing of the Act of 1836, he maintained that since that time the knowledge and status of attorneys had very greatly improved. This improvement he attributed in a great measure to the system of competitive examinations, acknowledging at the same time the usefulness and value of such medals as he had just presented.—The recipients of the medals briefly replied, and the proceedings then terminated.

BIRMINGHAM LAW STUDENTS' SOCIETY.

A meeting of this society was held on Tuesday evening. Mr. W. H. Warlow in the chair, when the following question was discussed—viz., "That the punishment of flogging should be extended to all cases of violent assault." The speakers in the affirmative were Messrs. Hoath, Sweet, and G. F. C. Lowe; in the negative, Messrs. Browett, Sutton, David, and Tyler. The votes, on being taken, were equal, and the casting-vote was consequently given in favour of the negative, according to the rule generally observed under similar circumstances.

In taking leave of the officers of the Mansion House justice-room, the retiring Lord Mayor remarked that he could not congratulate the public on any reduction in the amount of crime. There had been a slight increase in the number of persons sent for trial as compared with last year. In 1872-3 the persons committed from that court for indictable offences were 88 males and 1 female; and in 1873-4 for such offences 122 males and 6 females. The number of cases of vulgar crime, as he might call it, such as picking pockets and other street offences, had materially diminished, but there was an increase in crimes by persons of education—such as embezzlements, forgeries, &c.; and in larcenies by servants, also in cases against fraudulent debtors and conspiracies to defraud.

Appointments, &c.

Mr. CHARLES BURTON FOX, solicitor, of Newport, Monmouthshire, has been re-elected clerk to the Borough Magistrates, having resigned that office on his recent appointment as Clerk of the Peace for the county, on the death of his late partner Mr. Charles Prothero. Mr. Fox was admitted in 1841.

LAWYER MAYORS.

Mr. GEORGE WOODBURY COCKRAM, solicitor, of Tiverton, has been elected Mayor of that Borough for the ensuing year. Mr. Cockram was admitted in 1847. He is an Alderman of the Borough, and fills the offices of Vestry Clerk, and Clerk to the School and Burial Boards, and to the Borough Charity trustees.

Mr. HENRY PEARSON GATES has been re-elected Mayor of the City of Peterborough. Mr. Gates was admitted a solicitor in 1840, and was a member of the firm of Gates and Percival. He is Registrar of the Diocese of Peterborough, and Archdeaconry of Northampton, and District Registrar of the Court of Probate, Chapter Clerk and Secretary to the Bishop. He has retired from practice as a solicitor, but retains his official appointments.

Mr. JOHN EUSTACE GRUBBE has been elected Mayor of the Borough of Southwold for the seventh time. Mr. Grubbe was called to the bar at the Inner Temple in Trinity Term, 1841, and is a Magistrate for the County of Suffolk, and Borough of Southwold.

Mr. FREDERICK VIVIAN HILL, solicitor, of the firm of Grylls, Hill, & Hill, has been elected Mayor of Helston. He is the eldest son of the late Mr. Frederick Hill, solicitor, who died in the month of July last, and who was for many years Town Clerk of Helston, Registrar of the county court, and clerk to the county magistrates. Mr. F. V. Hill was admitted in 1853, and is clerk to the Helston Board of Guardians, clerk to the North Helston Highway Board, clerk to the county magistrates, and clerk to the trustees of the Helston Turnpike Trust.

Mr. MARTIN KEMP-WELCH has been unanimously elected Mayor of Poole for the ensuing year. Mr. Kemp-Welch was admitted a solicitor in 1825, and retired from practice in 1871. He had filled the office of clerk to the justices for thirty-seven years, and subsequent to his retirement from practice was placed in the commission of the peace for his native place, where he had always practised his profession.

Mr. GEORGE WARNER LAWTON, solicitor, has been elected Mayor of the borough of Eye for the ensuing year. Mr. Lawton was admitted in 1829, is clerk to the county magistrates, and was formerly town clerk of the borough. He is a member of the firm of Lawton & Warnes.

Mr. JOHN THORNHILL MORLAND, solicitor, of Abingdon, has been elected Mayor of that town for the ensuing year. Mr. Morland graduated at Trinity College, Cambridge, in 1860. He was admitted a solicitor in 1863, and is now in partnership with his father, Mr. George Bowes Morland, the clerk of the peace for Berkshire.

Mr. JOSEPH STOKES, solicitor, of Dudley, has been elected Mayor of that town for the ensuing year. Mr. Stokes was admitted in 1860.

Mr. GEORGE BOULTER WELSFORD, solicitor, of Weymouth, has been elected Mayor of that town for the ensuing year. Mr. Welsford was admitted in 1856.

Lord Ponsonby has been appointed a member of the new Royal Commission on army promotion.

The opening meeting of the session of the Social Science Association will be held on Monday evening next, the 16th inst., at their rooms in Adam-street, Strand, when a paper by Thomas Hare, Esq., "On the Construction of a Municipality for the Metropolis," will be read and discussed. The chair will be taken at eight o'clock by Robert Rawlinson, Esq., C.B.

Obituary.

SIR JOSHUA ROWE, C.B.

The death of Sir Joshua Rowe, C.B., formerly Chief Justice of the island of Jamaica, took place at his residence in Queen Anne-street, Cavendish-square, on the 30th October, at the age of seventy-seven years. The deceased was the eldest son of the late Joshua Rowe, Esq., of Torpoint, in Cornwall, and entered as a student of the Inner Temple in 1818. He was called to the bar in 1824, and in 1832 (shortly after the rebellion of the slaves) he was nominated Chief Justice of Jamaica and Chief Judge of the Supreme Court of Judicature, on which occasion he received the honour of knighthood. In 1835 he was appointed Judge of the Vice-Admiralty Court at Jamaica, and he was for many years an *ex officio* member of the Executive Council of that island. In 1848 he was created a Companion of the civil division of the Order of the Bath, and finally retired from the judicial bench in Jamaica in 1856. Sir Joshua Rowe married, in 1823, Frances Ann, the eldest daughter of James Bate, Esq., of St. Leonard's, near Exeter.

Courts.

BANKRUPTCY.*

(Before Mr. Registrar BROUGHAM, sitting as Chief Judge.)
Oct. 17.—*Re Barwick.*

B., a debtor petitioner for liquidation by arrangement or composition, was indebted to W., a trunk maker, residing in Sloane-street, in a certain sum of money. In the list of creditors he returned as the creditor the wife of W., who had carried on the business of a milliner on her own account at another house in the same street, and to her the notices of the first and second meetings of creditors were sent by post at the latter address.

W. denied that he had received the first notice, but he admitted the receipt of the second, and that he instructed his solicitor to attend the second meeting as his proxy. His vote, if given, would not have affected the resolution either way.

W., after registration of the resolution, levied an execution upon the goods of B.

Held, that B. was entitled to an injunction subject to the payment of W.'s costs.

This was an application, on behalf of a debtor who had effected a composition with his creditors, to restrain proceedings under an execution levied upon his goods by James Willis.

The debtor filed his petition on the 21st of August last, and the first meeting of creditors was held on the 8th of September and adjourned for a week. At the meeting of the 15th an offer of a composition of a shilling in the pound was made and accepted, and the second meeting to confirm the resolution was held on the 23rd, when the creditors who had proved their debts confirmed the same. The resolution was duly registered.

By the 126th section of the Bankruptcy Act, 1869 (clause 7), it is provided that "the provisions of a composition accepted by an extraordinary resolution in pursuance of this section shall be binding on all the creditors whose names and addresses, and the amount of the debts due to whom are shown in the statement of the debtor produced to the meetings at which the resolution was passed, but shall not affect or prejudice the rights of any other creditors."

At the time of the presentation of the petition for liquidation the debtor was indebted to James Willis in a sum under £50 upon a bill of exchange. Willis was a trunk-maker, carrying on business at 192, Sloane-street, Chelsea, and his wife had also, up to about December, 1874, a business of milliner, which she carried on upon her own account at No. 174 in the same street. The debtor, in his statement of affairs, returned the creditor's name thus:—"Mrs. Jane Willis, 174, Sloane-street, milliner," and notices of the first and second meetings were forwarded to that address. Mr. Willis in his affidavit stated

* Reported by J. C. BROUGHAM, Esq., Barrister-at-Law.

that he never received the notice of the first meeting, but the second notice was forwarded to him, and he gave his solicitor a "proxy" to attend the meeting, and he did so, but without taking any active part in the proceedings. The vote of Mr. Willis, if given, would not have affected the majority of creditors either way.

In cross-examination Mr. Willis stated that his wife gave up the millinery business about nine months since. He discounted the bill of exchange in respect of which the present claim arose; his wife did nothing in the way of discounting. The business at No. 174, Sloane-street had been carried on for eight or ten years, and letters addressed there were generally forwarded to him. He denied that he received any notice of the first meeting, but he admitted the receipt of the second notice. His wife was in the country at the time. In consequence of the receipt of the second notice he saw his solicitor, and gave him a proxy to vote at the second meeting.

Mr. Morris, the solicitor who filed the petition on the debtor's behalf, stated in his affidavit that at the time of preparing the request with the list of creditors he looked in the London Directory for the name of Willis, and found it thus:—"Mrs. Jane Willis, 174, Sloane-street, milliner," and at 192 also in Sloane-street he found "Willis and Bray, trunk makers." He asked the debtor with whom he transacted the business; he said Mrs. Willis, and gave 174 as her address to send notices of the first and second meetings, and the notices were forwarded by post accordingly, and had not been returned.

R. Griffiths in support of the application.

H. C. Barker, solicitor, for the respondent.

BROUGHAM, Registrar, said there was no evidence, except the posting, that the creditor received the notice of the first meeting, but there was abundant evidence of the receipt of the second notice, although addressed to the wife. The insertion of the name of the wife was an inadvertence on the part of the debtor, and he should so treat it. Having regard to the terms of the Act and the rules, he thought the debtor was entitled under the circumstances to seek the intervention of the court. The entire omission of the creditor from the list might be fatal, but that was not the case here. The debtor was entitled to the relief which he sought, subject to the payment of the costs of the creditor.

Injunction granted.

Solicitor for the applicant, *Morris*.

Solicitor for the respondent, *H. C. Barker*.

(Before Mr. Registrar Hazlitt, sitting as Chief Judge.)

Nov. 2.—*Re Drakeford & Drakeford*.

New meetings of separate creditors allowed where resolution passed under joint estate for liquidation by arrangement, and appointing a trustee, but no resolution passed under the separate estate.

R. Griffiths, for the debtors, and with the concurrence of creditors, applied for the appointment of new meetings of the separate creditors, under the following circumstances:—

The debtors (traders) in the month of January, 1873, filed a petition for liquidation by arrangement or composition under the 125th and 126th sections of the Bankruptcy Act, 1869, and at the first meeting of the joint creditors a resolution was passed in favour of liquidation by arrangement, and a trustee was appointed to act with a committee of inspection. Meetings were also appointed to be held of the separate creditors of the debtors, and the debtors and their solicitors were in attendance thereat, but none of the separate creditors appeared, and consequently no resolution was, or could be, come to. One of the debtors (*W. T. Drakeford*) in his affidavit stated that he was possessed of reversionary interests under certain wills and settlements of considerable value, and he was desirous that the same should be realised for the benefit of his separate creditors. The trustee under the joint estate had been fully under the impression that he was, by virtue of the resolution passed by the joint creditors, trustee also of the separate estate, but he recently ascertained that he was unable to enter into any contract for the sale of the separate property.

Hazlitt, Registrar.—I think, under the circumstances, that a new meeting may be allowed.

Solicitors, Hudson, Matthews, & Co.

Nov. 2.—*Re White and Another*.

Two trader debtors filed a petition for liquidation by arrangement or composition on the 24th of October, and the 13th of November was appointed for the first meeting of creditors. The day before the filing of such petition (the 23rd of October) a creditor presented a petition for adjudication, the act of bankruptcy alleged being the non-compliance with the terms of a debtor's summons.

Upon an application being made for an injunction to restrain proceedings under the petition for adjudication until after the first meeting of creditors under the petition for liquidation, held, that, as the creditor's petition was filed before the presentation by the debtors of their petition, the court ought not to restrain proceedings under the former until adjudication had been made.

The debtors (traders) filed a petition for liquidation by arrangement or composition on the 24th of October, and the 13th of November had been appointed for the first meeting of creditors. On the 23rd of October a petition for adjudication of bankruptcy was presented against them by Messrs. Trower and Lawson, creditors for £4,000, and upwards, and the same was returnable on the 4th of November, the act of bankruptcy alleged being the non-compliance with the terms of a debtor's summons issued under section 7 of the Bankruptcy Act, 1869.

The liabilities were returned at £200,000 in the aggregate; with assets consisting of stock in trade, book debts, and furniture of considerable value. Under the petition for liquidation Mr. A. Cooper was appointed as receiver and manager, and the same person was also appointed to the office of receiver under the proceedings in bankruptcy.

J. Linklater, for the debtors and the receiver, applied for an injunction to restrain proceedings under the petition for adjudication until after the first meeting of creditors. Section 80, sub-section 10 provides that "the court may at any time on proof to its satisfaction that proceedings in bankruptcy ought to be stayed by reason that negotiations are pending for the liquidation of the affairs of the debtors by arrangement or for the acceptance of a composition by the creditors in pursuance of the provisions hereinafter contained or on proof to its satisfaction of any other sufficient reason for staying the same, make an order staying the same either altogether, or for a limited time on such terms, and subject to such conditions as the court may think just." *Re Burnett*, 14 S. J. 357, cited in *Roche & Hazlitt's Bankruptcy Law* (2nd ed.) p. 417, shows the principles upon which the court will act in these cases. There *Bacon, C.J.*, suspended the proceedings upon a debtor's summons until after the first meeting of creditors, intimating that he should hesitate to deprive the creditor of any right in bankruptcy, but the statute gave the debtor the right to file a petition for liquidation by arrangement or composition, and the creditors present at the meeting would determine what should be done. In the case of *Ex parte Dimond, re Williams*, 18 W. R. 123, L. R. 5 Ch. 743, the Lords Justices refused to stay proceedings for adjudication, but upon the ground that three months had been allowed to elapse before the debtor presented his petition for liquidation.

W. F. Robinson, for the petitioning creditors.—*Re Burnett* and the other cases show conclusively what is the practice of the court. If the proceedings in bankruptcy are instituted first it is a matter of course to allow them to go forward unless very strong reasons be shown to the contrary, but if the debtor presented a petition for liquidation and afterwards, out of spite or some other motive the creditor chose to file a petition for adjudication, the court had jurisdiction to restrain him. In this case the creditor's petition has priority, and no reason exists for depriving him of his right to proceed. *Ex parte Claxton*, 26 W. R. 876, L. R. 7 Ch. 532, shows that the creditor is entitled *ex debito justitiæ* to an adjudication if he proves the requisites. To the same effect is *Ex parte Boss*, 22 W. R. 702, L. R. 18 Eq. 375.

Linklater in reply.

Hazlitt, Registrar.—I do not think I can prevent the creditors going on, for they have a right to do so. But if the matter should proceed to adjudication, application may be made for a stay. The petition for liquidation in this case is presented after the creditors' petition for adjudication. I cannot prevent the creditors making out their case. The application must be refused.

Solicitors for the debtor and the receiver, *Linklater, Rackwood, & Co.*

Solicitors for the petitioning creditor, *Hollams, Son, & Coward*.

RECORDING RESULTS OF THE EXAMINATION OF TITLES.

THE object of the paper read by Mr. Eyles at the meeting of the Incorporated Law Society at Leeds on the 21st October, was to suggest a plan for enabling purchasers to record results of examination of land titles with the view of rendering re-examination of the same title less frequent.

The proposal was somewhat as follows:—Purchasers might be authorised to file with the clerk of the peace for the county, city, or borough, or his deputy (or in Middlesex and Yorkshire with the deputy registrar), (a) a copy of the conditions of sale, and (b) a consent by their conveying counsel and solicitor to act in the matter as public examiners, or, in cases below a certain value, a consent by the solicitor alone so to act. The examination would proceed in the usual way. Within a short time (to be prescribed) after execution of the deed of conveyance purchasers who had filed the beforementioned papers might be authorised to file (c) a certificate of examination of title, and (d) a copy of the purchase deed, and this would complete the record.

The certificate would be signed by the conveying counsel, or in cases below a certain value by the solicitor. The certificate when signed by counsel might certify that an abstract of title had been perused by counsel, and the deed of conveyance settled by him; that a good title, subject to and in accordance with the conditions of sale, had been shown in the conveying parties; that the solicitor had certified to counsel that the originals of all the documents set forth in the abstract, or such other evidence of their contents as counsel was satisfied with, and all other evidence necessary, in the opinion of counsel, to verify the abstract had been produced, and that the abstract correctly stated all the material contents of every document, and that all requisitions, enquiries, and searches directed by counsel had been made and satisfied. The certificate in cases below a certain value, if signed by the solicitor alone, might be to a somewhat similar effect, with necessary variations. It might be provided that the papers to be thus lodged should be open only to the inspection of the owner and persons authorised by him.

It might be provided that when an owner, who had so recorded the examination made on his purchase, subsequently sold, the purchaser from him should, in the absence of stipulation to the contrary, bear the reasonable costs of the vendor as well as his own, in respect of any re-examination which he might undertake of the title prior to the certificate; and trustees, whether vendors or purchasers, might be authorised to buy without examination of the anterior title, and to sell without permitting such an examination. And it might also be provided that no solicitor for a purchaser should be responsible to his client for not examining the vendor's title prior to such a recorded examination, unless expressly required by his client to undertake such examination.

THE CRIMINAL STATISTICS OF FRANCE.

THE criminal statistics of France for 1872 have recently been published. They show that the number of apprehensions and judgments was 156,218, as compared with 133,047 in 1871. But reference to the returns of 1830 and 1848 shows that in times of revolution or disorganization there is always a laxity in the administration of justice, and that such periods are naturally followed by a resumption of vigilance and activity. Allowing for the provinces ceded to Germany, the increase as compared with 1869 was 18,735. Offences against the person and against public order have remained almost stationary, but thefts, which numbered 1,739 in 1869, were 2,402 in 1872. This is attributed by the Minister of Justice to the distress and loss caused by political events—namely, the war and the Commune. The jury system seems to work better in France than in England. Out of 12,334 jurors summoned, only 1,414 did not appear, and only eight of these, unable to offer any valid excuse, were fined. 5,498 criminals were tried by jury, 3,614 for offences against property, and 1,884 for offences against the person. While in Paris there were 41 cases for every 100,000 of the population, in the Seine Inférieure 31, and in the Bouches du Rhône 31, there

were only five in Creuse, Haute Saône, Basses Pyrénées, and Savoy. Out of every 100,000 persons in the towns, 22 were tried at the assizes, while in the rural districts the proportion was 11. As to the education of the prisoners, 36 per cent. were illiterate, 45 could read and write imperfectly, 17 could do so well, and 2 per cent. had been well educated. Between 1866 and 1872 the per-centage of illiterates has declined from 33 to 30 in the population generally, and from 39 to 36 as regards accused persons. Twenty-eight men and three women were condemned to death, the sentences in seven cases being commuted to hard labour for life. Of the 3,836 persons convicted at the assizes, the jury gave the benefit of extenuating circumstances to 2,895. 112 persons were prosecuted for Press offences, and 27 for seditious speeches, cries, &c. Ninety-eight of them were acquitted, while 29 were sentenced to less than twelve months' imprisonment, and five to a longer term. The cases disposed of by the Correctional Tribunals amounted to 152,167, of which 21,548 were for infringements of the Revenue or Forest Laws. This shows an increase of 17,923 over 1869, allowance being made for Alsace and Lorraine. 44,546 of these prisoners were charged with theft, 21,843 with assaults, 18,603 with game offences, 13,081 with forest offences, 13,637 with offences against the police or public functionaries, and 10,942 with vagrancy. The other categories show 3,657 prosecutions for rebellion, 197 for offences against religion and clergymen, 3,215 for fraud, 3,465 for breach of trust, and 3,171 for commercial frauds. The increase of 1,453 in vagrancy and of 5,751 in thefts, as compared with 1869, is ascribed to the stagnation of business; while the increase of 834 in charges of rebellion and 4,971 in attacks on the police, shows, in the opinion of the Minister of Justice, that respect for the principle of authority has been sensibly impaired. Commercial frauds are also on the increase and call for energetic repression. The Correctional Tribunals gave the benefit of extenuating circumstances in 60 per cent. of the cases, while with juries the per-centage was 75. The Police Courts disposed of 340,541 cases, while the Juges d'Instruction investigated 59,452 cases, 15,779 of which were dismissed. Extraditions were very numerous in 1872, France giving up 192 criminals and receiving 76. Only two of these were handed over by England, and only three were delivered up.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CARY—On Nov. 7, at St. John's Villas, Upper Holloway, the wife of George Cary, of Lincoln's-inn, barrister-at-law, of a daughter.

TURNER—On Nov. 10, at 46, Belsize-road, N.W., the wife of H. Morten Turner, solicitor, of a daughter.

WILLIAMS—On Oct. 27, at Nottingham, the wife of Charles William Williams, solicitor, Walsall, Staffordshire, of a daughter.

MARRIAGES.

DICKSON—HAMILTON—On Nov. 7, at All Saints' Church, Hoole, Chester, S. Johnson R. Dickson, of Chester, solicitor, to Agnes, only daughter of the late Alexander Innes Hamilton, Esq., of Dundee.

POOLEY—BRND—On Nov. 10, at the parish church, Hampstead, Henry Fletcher Pooley, of the Inner Temple, barrister-at-law, to Susan, elder daughter of the late Edward Bond, Esq., of Elm Bank, Hampstead.

RAIKES—JAMES—On Nov. 10, at St. Mary's Church, Dymock, Vera Maria, daughter of the late John James, Esq., of Newnham, to William Alves Rakes, barrister-at-law.

DEATHS.

BLAKE—On Nov. 10, Francis William Blake, Esq., of Ryeston, Putney Park, S.W., and 41, Lincoln's-inn-fields, aged 49.

LEWERS—On Nov. 5, at Escott Villa, 14, Park-village east, Regent's-park, William Lewers, barrister-at-law, aged 50 years.

The Supreme Court of Michigan has been engaged in hearing a case known as the "Homoeopathic case." The Legislature, last year, passed an Act requiring the regents of the State University to appoint two professors of homoeopathy. This the regents refused to do, and a mandamus was sought against them. The question was not decided at the time of publication of the latest American legal Journal we have received.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Nov. 13, 1874.

3 per Cent. Consols, Dec 93	Annuities, April, '83 93
Ditto for Account, Dec 93	Do. (Red Sea T.) Aug. 1903
3 per Cent. Reduced 91	Ex Bills, £1000, 2½ per Ct. 3 dis.
New 5 per Cent., 91	Ditto, £500, Do 2 dis.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 2 dis.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 per
Do. 5 per Cent., Jan. '79	Ct. (last half-year), 254
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80 110½	Ditto 5½ per Cent., May, '79 101½
Ditto for Account, —	Ditto Debentures, per Cent
Ditto 4 per Cent., Oct. '80 102	April, '64 —
Ditto, ditto, Certificates, —	Do. Do, 5 per Cent., Aug. '73 100½
Ditto Enhanced Pr., 4 per Cent. 91½	Do. Bonds, 4 per Ct., £1000
nd. Enf. Pr., 5 p Ct., Jan. '73	Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Price
Stock Bristol and Exeter	100	111
Stock Caledonian	100	97
Stock Glasgow and South-Western	100	98
Stock Great Eastern Ordinary Stock	100	41½
Stock Great Northern	100	140
Stock Do., A Stock	100	134
Stock Great Southern and Western of Ireland	100	109
Stock Great Western—Original	100	116
Stock Lancashire and Yorkshire	100	142½
Stock London, Brighton, and South Coast	100	92
Stock London, Chatham, and Dover	100	28½
Stock London and North-Western	100	150½
Stock London and South-Western	100	116
Stock Manchester, Sheffield, and Lincoln	100	75½
Stock Metropolitan	100	72½
Stock Do., District	100	32½
Stock Midland	100	137½
Stock North British	100	67½
Stock North Eastern	100	169½
Stock North London	100	110
Stock North Staffordshire	100	86
Stock South Devon	100	57
Stock South-Eastern	100	112

MONEY MARKET AND CITY INTELLIGENCE.

No change was made on Thursday in the Bank rate. The proportion of reserve to liabilities has risen from 37 three-sixteenths last week to 39½ this week. The railway market though dull on Saturday has been firm since Monday, and prices have advanced. The foreign market was depressed at the close of last week, and has been somewhat dull this week, but prices rose on the announcement that the Bank rate had not been raised. Consols closed on Thursday, 93½ to 94 for money, and 93½ to 94 for the account.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, Nov. 10, 1874.

Law, Henry Shephard, John Charles Hardy, and Frederick Tucker
Aston, Attorneys and Solicitors, Bash lane, London. Nov 3

Winding up of Joint Stock Companies.

UNLIMITED IN CHANCERY.

TUESDAY, Nov. 3, 1874.

Holywell Level Silver Lead Mining Company, Limited.—V.C. Hall,
acting for V.C. Malins, has appointed John Stanley Blease, of
Liverpool, to be official liquidator.

Moorwood Moor Coal, Ironstone, and Fireclay Company, Limited.—
Petition for winding up, presented Oct 31, directed to be heard before
V.C. Malins, on Nov 13, Marsland, St Swithin's lane, agent for Brittle,
Nottingham, solicitor for the petitioners.

STANNARIES OF CORNWALL.

Ferris Wheel Virgin Mining Company.—By an order made by the
Vice Ward of the Stannaries, dated Oct 28, it was ordered that the
above company should be wound up. Carlyon and Paul, Truro, sol-
icitors for the pet t oners.

FRIDAY, Nov. 6, 1874.

LIMITED IN CHANCERY.

New Buxton Lime Company, Limited.—The M.R. has fixed Nov 16 at
11 at his chambers, for the appointment of an official liquidator.

Town and Country Publishing Company, Limited.—Creditors are re-
quired, on or before Nov 20, to send their names and addresses, and
the particulars of their debts or claims, to William Henry McCraith,
Raymond buildings, Gray's inn. Monday, Dec 7 at 12 is appointed
for hearing and adjudicating upon the debts and claims.

Yorkshire Brick and Stone Company, Limited.—Petition for winding
up, presented Nov 8, directed to be heard before V.C. Malins, on Nov
20. Singleton and Tattershall, Great James st, Agents for Fawcett
and Molestin, Leeds, solicitors for the petitioners.

TUESDAY, Nov. 10, 1874.

LIMITED IN CHANCERY.

Battersea Foundry and Horse Shoe Works, Limited. Petition for wind-
ing up, presented Nov 7, directed to be heard before V.C. Hall on
Nov 20. Young and Co, St Mildred's court, Poultry, solicitors for the
petitioners.

Beecham Steel and Ordnance Company, Limited. V.C. Malins has, by
an order dated Aug 4, appointed Charles Fitch Kemp, Walbrook,
and John Evans Freke Aymor, Walbrook, to be official liquidators.
—Creditors are required, on or before Dec 31, to send their names
and addresses, and the particulars of their debts or claims to the
above. Jan 15 at 12 is appointed for hearing and adjudicating upon
the debts and claims.

British Timber Company, Limited.—Petition for winding up, presented
Nov 3, directed to be heard before V.C. Malins on Nov 20. Field,
and Co, Lincoln's inn fields, agents for Pears and Co, Liverpool
solicitors for the petitioners.

Holywell Level Silver Lead Mining Company, Limited.—Creditors are
required, on or before Dec 3, to send their names and addresses, and
the particulars of their debts or claims, to John Stanley Blease,
Liverpool. Dec 11, at 12, is appointed for hearing and adjudicating
upon the debts and claims.

Imperial Mineral Water Company, Limited.—Petition for winding up,
presented Nov 7, directed to be heard before V.C. Malins, on Nov 20.
Payne, King's rd, Bedford row, solicitor for the petitioner.

New Liangyong Lead Mining Company, Limited.—Petition for winding
up, presented Nov 6, directed to be heard before V.C. Malins, on Nov
20. Dean and Taylor, King's rd, Bedford row, agents for Longueville
and Co, Oswestry, solicitors for the petitioners.

Somers Company, Limited.—Petition for winding up, presented Nov 3,
directed to be heard before V.C. Malins, on Nov 20. Chinery and
Aldridge, Fenchurch st, solicitors for the petitioner.

Friendly Societies Dissolved.

TUESDAY, Nov. 3, 1874.

Philanthropic Friendly Society, Globe inn, Silver st, Halifax. Oct 21

FRIDAY, Nov. 6, 1874.

Mildenhall and Hundred of Lackford Permanent Benefit Building
Society.—Creditors are required on or before Nov 30, to send their
names and addresses, and the particulars of their debts or claims, to
James Read, Mildenhall. Dec 9, at 12 is appointed for hearing and
adjudicating upon the debts and claims.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Nov. 3, 1874.

Fisher, William Gabriel, Oxford st, China Dealer. Nov 30. V.C. Hall
Davies, Moorgate st
Newell, Elizabeth, Huddersfield, Yorkshire, Innkeeper. Dec 3. Spilvey
v Newell, V.C. Hall. Leayard and Leayard, Huddersfield
Newell, James Weiler, Huddersfield, Yorkshire, Wine Merchant. Dec
3. Brook v Newell, V.C. Hall. Leayard and Leayard, Hudders-
field

FRIDAY, Nov. 6, 1874.

Howell, William, Swansea, Glamorgan, Grocer. Dec 7. Howell v
Davies, V.C. Hall. Strick and Bellingham, Swansea
Jones, Ishmael, Trefores, Glamorgan, Licensed Victualler. Dec 1.
Brown v Jones, V.C. Bacon. Davis, Cardiff
Martins, Sir William, Hyde Park gardens. Dec 5. Dodson v Trench,
M.R. Young, Essex st, Strand
Viall, King, Baythorn Park, Essex, Esq. Dec 15. Scruby v Payne,
V.C. Hall. Furkis and Perry, Lincoln's inn fields
Wells, Henry James, Little Mitchell st, St Luke's, Licensed Victualler.
Nov 24. Wells v Smith, V.C. Bacon. Crossman, King's rd, Bed-
ford row

Williams, Elizabeth Anne, Spinster, Ynllias, Glamorgan. Dec 4. Jones
v Williams, V.C. Malins. Cookson and Co, New square, Lincoln's inn

TUESDAY, Nov. 10, 1874.

Colyer, Thomas, Northfleet, Kent, Esq. Dec 10. Colyer v Fergusson
M.R. Hayward, Frederick's place Old Jewry
De Quadra, Buenaventura, Lime st, Commission Merchant. Dec 10.
Gaston v De Quadra, M.R. Bolton and Co, New square, Lincoln's inn
Hawkrigg, Jane, Wythburn, Cumberland. Dec 31. Walker v Walker,
V.C. Hall. Broatch, Keswick

Le Marchant, Sir John Gaspar, St George's square, Pimlico, Lieu-
tenant-General. Dec 7. Le Marchant v Le Marchant, V.C. Malins,
Fenchurch, Bank buildings

Middlebrook, Thomas, Gt-grave, York, Innkeeper. Dec 4. Middle-
brook v Heaton, V.C. Malins. Greenwood, Skipton

Richards, James, Foston, Lincoln, Gent. Nov 25. Richards v
Kitchen, V.C. Bacon. Thompson, Grantham

Ritson, John, Maryport, Cumberland, Brewer. Dec 20. Ritson v
Elliot, V.C. Malins. Hayton, Cockerneath

chwarsensky, Isaac, Birkenhead, Cheshire, Outfitter. Nov 30.
Lazarus v Schwarsensky, V.C. Malins. Copman, Liverpool

Sewell, James Bollons, Bedford, Bookseller. Dec 9. Hoekliffe v
Sewell, V.C. Hall. Tobbs, Bedford

Walker, William, Wythburn, Cumberland, Innkeeper. Dec 31. Walker
v Walker, V.C. Hall. Broatch, Keswick

White, William, Kilburn, Builder. Dec 13. Rawlings v Hickman, V.C.
Hall. Wood and Co, Backlersbury

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Nov. 3, 1874.

Adams, David, Hoole, Cheshire, Charcoal Factor. Dec 12. Cartwright
Chester

Bailey, James, Chatterton square, Bristol, Gent. Nov 16. Nickinson
and Co, Chancery lane

Baker, James, Maple rd Penge, Warehouseman. Jan 16. Burklitt,
London Wall

Bland, Richard, Chorlton-upon-Medlock, Manchester, Tea Dealer.
Dec 1. Hankinson, Manchester

Bromfield, James Larden, Birkenhead, Cheshire, Solicitor. Dec 30.
Brown and Rogers, Chester

Clare, William, Yardley Gobion, Northampton, Farmer. Jan 28.
Greville and Edwards, Towersey

Cole, William, Lunatic Asylum, Tooting, Surrey, Esq. Dec 17.
Vizard and Co, Lincoln's inn fields

Coney, Mary, Cheltenham, Gloucester. Nov 28. Jones and Bull, Cambray place, Cheltenham
 Collingbourne, William Pitman, sen, Coventry, Pawnbroker. Dec 1.
 Twist and Sons, Coventry
 Corbin, James, Lymington, Hants, Chemist. Nov 16. Moore and Jackson, Lymington
 Davidson, James, Cheltenham, Gloucester, Gent. Dec 5. Carr and Co, Basinghall st
 Dea, Thomas, Park terrace, Brixton rd, Gent. Dec 15. White and Sons, Bedford row
 Fankner, Joshua Wilson, Brasted, Kent, Esq. Dec 10. Brundrett and Co, King's Bench walk, Temple
 Garnick, Isabella, Churchchurch terrace, Camberwell. Jan 4. Goran, South Molton st, Oxford st
 Green, Matthew, Kimberley, Norfolk, Farmer. Jan 1. Whites and Co, Wymondham
 Hamilton, Alexander Graham Wilkinson, Boxley Heath, Kent, Lieutenant-Colonel R.A. Dec 16. Russell and Co, Darford
 Hawkins, Isaac, Colchester, Essex, Favior. Nov 25. Pope, Colchester Hills, James, Stafford. Dec 1. Pryer, Chipping Norton
 James, Edward, Cricklade, Wilts, Farmer. Dec 1. Sullivan, Fairford
 Klaffenberger, Charles Ignatz, Regent st. Dec 31. Richardson and Sadler, Golden square
 Knight, Ellen, Slinfold, Sussex. Nov 30. Jackson, Cannon st
 Laidman, Charles John, Exeter, Gent. Dec 17. Laidman, Exeter
 Lloyd, John, Acrefair, Raabon, Danbigh, Innskeeper. Dec 30. Richards, Langollen
 Peers, William, Wigan, Lancashire, Provision Dealer. Dec 31. France Churchgate, Wigan
 Pierce, Robt, James, Clifton, Bristol, Malster. Dec 10. Brittan and Sons, Bristol
 Plummer, Elizabeth, Benthams, Wilts. Dec 12. Mollings and Co, Wootton Bassett
 Priestley, George Kirkman, Worthing, Sussex, Esq. Feb 1. Emmet and Emmet, Halfax
 Richardson, John, Alford, Lincoln, Gent. Dec 1. Blackburn, Alford
 Steel, George, Leeds, Sawyer. Jan 1. Middleton and Sons, Leeds
 Taylor, John, Preston, Lancashire, Licensed Victualler. Dec 1. Walker and Ladyman
 Utter, Benjamin, Topholme, Lincoln, Farmer. Jan 1. Tweed, Lincoln
 Willington, Joseph, Balsall, Warwick, Esq. Dec 24. Moore, Warwick
 Winning, James William, Sydenham rd, Croydon, Esq. Dec 31. Maedham, New Inn
 Yetton, Robert, Mile End rd, Licensed Victualler's Assistant. Dec 3 Smith, King William st

FRIDAY, Nov 6, 1874.

Batcock, George, Storrington, Sussex, Farmer. Dec 1. Mant Storrington
 Bayliffe, Joshua James, Portmahon, Sheffield, Grocer. Nov 30. Rodgers and Co, Sheffield
 Blackett, Dame Frances Vere, Matfen, Northumberland. Nov 21. Stanton and Atkinson, Newcastle-upon-Tyne
 Bulmer, John, Oakfields, Clapham park, Timber Merchant. Nov 30. Newton and Co, Wardrobe place, Doctors' commons
 Burbidge, Joseph, Daventry, Northampton, Gent. Dec 14. Wratislaw, Rugby
 Burnley, Charles, Shillington, Bedford, Publican. Dec 1. Wade and Co, Hitchin
 Chadwick, Thomas, Bury, Lancashire, Contractor. Feb 1. Watson, Bury
 Chessman, Stephen, Ottershaw, Surrey, Brickmaker. Dec 29. Gwillim, Chertsey
 Coley, Mary, Cheltenham, Gloucester. Nov 28. Bull, Cambray place, Cheltenham
 Coslett, Joseph, Liverpool, Butcher. Dec 7. Waterhouse, Wolverhampton
 Dalby, William, Stonal, Worcester, Farmer. Jan 14. Palmer, Woodhall, Kempsey
 Davis, Samuel, King st, Portman st, Dairyman. Dec 31. Rolt, Skinner's place, Sise lane
 Donaldson, Jonah, Carlisle, Gent. Jan 1. Dobinson and Watson, Carlisle
 Fotherby, William Foster, Sheffield, Surgeon. Jan 10. Broomhead and Co, Sheffield
 Harrison, William, Radford, Nottingham, Miller. Feb 1. Percy and Co, Nottingham
 Hoole, Martha, Sheffield, Jan 10. Broomhead and Co, Sheffield
 Kidner, William, Chertsey, Surrey, Builder. Dec 29. Gwillim, Chertsey
 Liddell, Matthew, Newcastle-upon-Tyne, Professor of Music. Jan 1. Mather and Co, Newcastle-upon-Tyne
 Lupton, Thomas, Fashion st, Dockhead, Southwark, Fishmonger. Jan 12. Mote, Walbrook
 McKerrach, John Cameron, Liverpool, Plumber. Dec 31. Whitley and Madcock, Liverpool
 Mundy, Edwin, Harrington square, Accountant. Dec 31. Smith, Golden square
 Sawyers, William, Newcastle-upon-Tyne, Wharfinger. Dec 1. Stanton and Atkinson, Newcastle-upon-Tyne
 Sidebotham, Joseph, Eccleall Bierlow, Sheffield, Gent. Jan 10. Broomhead and Co, Sheffield
 Sterling, William, Newcastle-upon-Tyne, Assistant Overseer. Dec 1. Stanton and Atkinson, Newcastle-upon-Tyne
 Telford, Field, Sloane st, A.Rist. Dec 1. Phillips, Old Jewry chambers
 Taylor, Hannah, Middleton rd, Dulston. Dec 14. Carpenter and Sons, Brabant court, Philpot lane
 Wilson, George, Sheffield, Carter. Dec 19. Broomhead and Co, Sheffield
 Wortley, Susannah, Portland place, Norwood. Jan 3. Jaquet, Serjeants' inn, Temple

TUESDAY, Nov 10, 1874.

Belcher, Henry, Copenhagen st, Islington, Builder's Foreman. Nov 30. Stoneham and Legge, Philpot lane

Butcher, Samuel, Lowestoft, Suffolk, Master Mariner. Dec 31. Norton, Bungay
 Carey, William James, Mark lane, Ship Owner. Dec 10. Crump, Philpot lane
 Child, Charles, Vernham Dean, Southampton, Farmer. Jan 1. Smith, Andover
 Clark, Charlotte Susanna, Chertsey, Surrey. Dec 31. Smith and Co, Northumberland st, Charing Cross
 Clarke, Joseph, Mecklenburg square, Doctor. Dec 12. Seale, Lincoln's inn fields
 Coreney, Thomas, Queensborough, Kent, Farmer. Jan 1. Young and Co, Essex st, Strand
 Knight, William, Hartlepool, Durham, Canon of the Roman Catholic Church. Jan 6. Leadbitter and Harvey, Newcastle-upon-Tyne
 Davy, George Thomas, Colston Bassett, Nottingham, Esq. Feb 12. Upton and Co, Austin Friars
 Nelson, John, Liverpool, Team Owner. Nov 21. Evans and Lockett, Liverpool
 Evans, David, Liverpool, Attorney-at-law. Dec 1. Lockett, Liverpool
 Gibson, Alexander Craig, Bobington, Cheshire, Surgeon. Dec 24. Webster, Whitehaven
 Good, Henry, Moorgate st, Stationer. Dec 24. Carr and Co, Basinghall st
 Hoyle, David, Huddersfield. Jan 31. Bottomley, Huddersfield
 Malpas, Emma Susanna, Nottingham. Dec 7. Beaumont, Nottingham
 Milward, Isabella, Richmond hill, near Whitehaven, Cumberland. Dec 7. Fittman and Lane, Nicholas lane
 Powell, Thomas, Coldra, Monmouth, Esq. Dec 21. James, Merthyr Tydyl
 Rose, Sir George, Hyde Park gardens. Jan 1. Caniffe and Co, Manchester
 Smart, Thomas, Mars st, Hackney, Esq. Nov 30. Shefield and Sons, Lime st
 Susanni, Maria, Florence, Italy. Jan 30. Shann and Co, Bedford row
 Sykes, Sarah, Leeds. Dec 7. Hick and Jones, Leeds
 Thexton, Edward Yeats, Beetham, Westmoreland, Esq. Dec 21. Thornely and Dismore, Liverpool
 Todd, James, Newcastle-upon-Tyne, Bailiff. Dec 21. Chartres and Youll, Newcastle-upon-Tyne
 Walker, Forster, Gateshead, Durham, Gent. Nov 30. Robson, Gateshead
 Walker, Henry Swinton, Whitby, York, Gent. Dec 21. Gray and Pannett, Whitby
 Walker, Margaret, Dunsley, York. Dec 1. Gray and Pannett, Whitby
 Weall, William, Bell yard, Doctors' commons, Solicitor. Dec 31. Blake, Bell yard, Doctors' commons
 Whistler, Edward, Strand, Silversmith. Jan 10. White, Budge row, Cannon st
 Williams, David, Miskin, Glamorgan, Colliery Proprietor. Dec 21. James, Merthyr Tydyl

Bankrupts.

TUESDAY, Nov 3, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Ellis, Alfred, Markham square, Chelsea. Pet Oct 30. Recha. Nov 13 at 11.30

To Surrender in the Country.

Hardley, Edward, Joseph Spar, and Ralph Panton, Taunton, Staffordshire, Furriers and Mantuacars. Pet Oct 33. Callinor Hanley, Nov 16 at 11
 Hawthorn, Charles Harris, Bolton, Lancashire, Tailor. Pet Oct 30. Holden. Bolton. Nov 16 at 11
 Kay, Lewis Richard, Castle Bar Hill, Ealing, Gent. Pet Oct 27. R. n. Brentford, Nov 17 at 11

FRIDAY, Nov 6, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debt to the Registrar.

To Surrender in London.

Bury, Maxwell, Queen Victoria st, Architect. Pet Nov 4. Recha. Nov 19 at 11

To Surrender in the Country.

Firn, John, Leicester, Builder. Pet Nov 4. Ingram. Leicester, Nov 19 at 12
 Foreman, James, Norwich, Butcher. Pet Oct 22. Cooke. Norwich. Nov 16 at 12
 Gardiner, Ellen Catharine, Horion, Somerset. Pet Oct 31. Meyler. Taunton. Nov 19 at 2.30
 Jones, John, Jan, Westbury, Wilts, Dairyman. Pet Nov 4. Measiter Frome, Nov 15 at 3
 McKie, Edwa d Angus, Torrington, Devon, Travelling Draper. Pet Nov 4. Bencraft. Barnstaple, Nov 20 at 12
 Price, Thomas, Pontypidd, Farmer. Pet Nov 4. Spickett. Pontypidd, Nov 18 at 10
 Still, James, Chiswick, Middlesex, Builder. Pet Oct 31. Riston. Brentford, Nov 21 at 10.30
 Swan, Edward Robert Thomas, Great Yarmouth, Norfolk, Hotel Keeper. Pet Nov 2. Walker. Great Yarmouth, Nov 20 at 3
 Terry, Thomas, sen, Canterbury, Bailiff. Pet Nov 3. Callaway Canterbury, Nov 15 at 2
 Watts, Philip Henry, Newbury, Berks, Mealman. Pet Oct 28. Mcent Newbury, Nov 16 at 11

TUESDAY, Nov 10, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debt to the Registrar.

To Surrender in London.

Harris, William, Princess st, Builder. Pet Nov 3. Recha. Nov 14 at 11

Leschkau, W., Aldgate High st, Commission Agent. Pet Nov 6.
Roche, Nov 26 at 11
Lonsdale, Frederick Edward, St Helier's, Jersey, no occupation. Pet
Nov 6. Roche, Nov 24 at 11.30
Thompson, John, Culbert st, Edgware rd, Commission Agent. Pet
Nov 6. Roche, Nov 24 at 11

To Surrender in the Country.

Gale, Henry Stanley, Manchester, Surgeon. Pet Nov 5. Kay, Man-
chester. Nov 26 at 9.30
Price, William Edward, Over, Chester, Builder. Pet Nov 7. Spack-
man. Nantwich, Nov 26 at 3.30

BANKRUPTCIES ANNULLED.

Hodges, James Clifford, Marlborough rd, St John's wood, Gent.
Sept 9
Robinson, Rawdon Briggs, Dulverton, Somerset, Surgeon. Oct 31

TUESDAY, Nov. 10, 1874

Hainsworth, Joseph Fisher, Oseitt, York, Manufacturer. Nov 5

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

TUESDAY, Nov. 3, 1874.

Abell, George Matlow, Gloucester, Gent. Nov 11 at 12 at 1, Brunswick
rd, Gloucester. Peacock and Goddard, South square, City's inn
Allen, John, Boston, Lincoln, Grocer. Nov 17 at 2 at the Gray Terminus
Hotel, Cannon st. Simpson and Millington
Allen, William, Liverpool, Lancashire, Clothier. Nov 16 at 3.30 at 8
York st, Manchester. Goffey, Liverpool
Atkinson, John Carter, 5 rail Heath, Birmingham, Baker. Nov 16 at
11 at offices of Foster, Bunney's hill, Birmingham
Atkinson, William, Stanley rd, Wandsworth, Builder. Nov 19 at 2 at
offices of Jones, Bank buildings, Wandsworth
Backhouse, Joseph Fear, Northampton, York, Plumber, Nov 16 at 2 at
the Bull Hotel, Westgate, Wakefield. Turner
Bailey, William Elias, Bath, Picture Frame Maker. Nov 16 at 11 at
offices of Wilton, Westgate buildings, Bath
Bale, James, Stroud, Gloucester, Draper. Nov 16 at 2 at offices of
Taynton and Son, Clarence chambers, Gloucester
Bates, Charles, Weston Turville, Buckingham, Miller. Nov 23 at 12
at offices of Fell, Aylesbury
Blanchard, William, Smithsea, Hants, Builder. Nov 14 at 11 at offices
of Feltham, Union st, Portsea
Boff, George, sen, St Albans, Hertford, Carpenter. Nov 19 at 4 at the
St George Hotel, St Albans. Annesley
Broscumb, Samuel, Huddersfield, York, Confectioner. Nov 21 at 12
at the White Swan Hotel, Huddersfield. Freeman, Huddersfield
Butler, Thomas, Stafford, Shoe Manufacturer. Nov 12 at 3 at offices of
Morgan, Martin st, Staff
Carruthers, John Ryland, Blackburn, Lancashire, Reed Maker. Nov 17
at 11 at offices of Hall and Holland, Northgate, Blackburn
Carter, William, Holey hill, Halifax, York, Greengrocer. Nov 14 at 3
at offices of Rhodes, Her on st, Halifax
Clarke, John Thomas, Nottingham, Ironmonger. Nov 13 at 12 at offices
of Belc, Middle pavent, Nottingham
Clough, Leonard, Sunderland, out of business. Nov 13 at 12 at offices
of Kidson and Co, John st, Sun-land
Cohen, Jules, Beaumont square, Mile End, out of business. Nov 18 at
3 at offices of Green, Queen st, Chapside
Cook, James, Bristol, Baker. Nov 13 at 12 at offices of Salmon and
Henderson, Broad st, Bristol
Cook, Samuel, Middlesborough, York, Grocer. Nov 17 at 3 at offices of
Addenbrooke, Zildard rd, Middlesborough
Coulson, John, and Robert Coulson, Bridlington Quay, York, Corn
Millers. Nov 17 at 3.30 at offices of Pickering, Parliament st, King-
ston-upon-Hull. Wray, Bridlington
Deacon, Elizabeth, Lower Marlows, Hemel Hempstead, Hertford, Rag
Merchant. Nov 18 at 12 at offices of Bullock, Great Berkhamstead
Deverill, Mary Jane, Fazeley, Lancashire, Pawnbroker. Nov 19 at 12
at the Law Association rooms, Cook st, Liverpool. Goffey, Liver-
pool
Emery, John, sen, and John Emery, jun, Newcastle-under-Lyme, St.
Stafford, Saddlers. Nov 12 at 1 at offices of Littlefield, Bignall st,
Newcastle-under-Lyme
Evans, John, Kennington rd, out of business. Nov 13 at 12 at 178,
Fleet st. Calkin, Great James st
Fall, Samuel John, Edward rd, Mile End Old Town, Carman. Nov 12
at 3 at Peel's Coffee house, Fleet st. Rigby, Half Moon Crescent,
Islington
Fox, John William, Seymour st, Euston rd, Tobaccoist. Nov 19 at 3
at offices of Winghamby and Cox, Clifford's inn, Fleet st
Gardner, James, Doncaster, York, Coal Merchant. Nov 16 at 12 at the
Elephant Hotel, Doncaster. Heathcote, Doncaster
Garnett, George, and Simon Jeavons, Barrow-in-Furness, Lancashire,
Booksellers. Nov 13 at 12 at the Ship Hotel, Barrow-in-Furness.
Thompson
Gant, Peter, New Brighton, Cheshire, Refreshment room Keeper. Nov
23 at 3 at offices of Gibson and Bolland, South John st, Liverpool.
Rondie, Liverpool
Gibson, Matthew, Black burn, Lancashire, Bricksetter. Nov 19 at 11
at offices of Darley, Lord at West, Blackburn
Gipson, George, Aylborton, Gloucester, Plumber. Nov 21 at 12 at
offices of Cooke, Pitt st, Gloucester
Gray, John, Merthyr Tydfil, Glamorgan, Travelling Draper. Nov 18 at
12 at offices of Harris and Taylor, Merthyr Tydfil. Beddow, Merthyr
Tydfil
Griffin, Martha Ann, Sweldon Farm, near Cardiff, Farmer. Nov 24 at
11 at offices of Morgan, High st, Cardiff
Harris, Frederick John, Manchester, Stationer. Nov 16 at 3 at offices
of Addleshaw and Warburton, King st, Manchester
Haverson, John Thomas, Aldermanbury, Stationer. Nov 11 at 3 at
145, Chapside. Wild and Co, Ironmonger lane
Hill, William, Trowbridge, Wilt, Bedding Manufacturer. Nov 16 at 2
at the Cross Keys Hotel, Orange grove, Bath. Sharpnell, Bradford-
on-Avon
Hirst, Mary, Rotherham, York. Nov 17 at 1 at offices of Hoyle, West-
gate, Rotherham
Hooper, Benjamin, Barry st, St Mary Axe, Leather Factor. Nov 16 at
11 at offices of Ward and Co, Clement's lane, Wickens

Houston, John George, Liverpool, Builder. Nov 13 at 2 at offices of
Gibson and Bolland, South John st, Liverpool. Blackhurst, Liverpool
Howling, Amy, Cow Cross st, West Smithfield, Grocer. Nov 12 at 13
at offices of Nickerson, King William st, London Bridge. Gausman,
New Broad st
Hughes, John, Morfa Borth, Cardigan, Innkeeper. Nov 17 at 12 at
offices of Jones, Pier st, Aberystwith
Humberstone, George, Great Grimby, Lincoln, Bootmaker. Nov 14
at 11 at offices of Graze and Winttingham, West St Mary's gate,
Great Grimby
Jackson, George, Masham, York, Ironmonger. Nov 16 at 10 at offices
of Calvert, Masham
James, David Thomas, Treconry, Aberdare, Glamorgan, Grocer. Nov
7 at offices of Alexander Brothers, St Mary st, Cardiff, in lieu of the
place originally named
Lawson, James, Wolverhampton, Stafford, Picture Frame Maker. Nov
21 at 10 at offices of Hill, Queen square, Wolverhampton
Lewis, Robert, St Helen's, Lancashire, Miners' Agent. Nov 17 at 2
at offices of Wood, King st, Wigan
Marrison, Elizabeth, Carlton-upon-Trent, Nottingham, Widow. Nov 13
at 4 at offices of Shacklock, Castlegate, Newark-upon-Trent
Marrison, Godfrey William Hall, Carlton-upon-Trent, Nottingham,
Joiner. Nov 18 at 3 at offices of Shacklock, Castlegate, Newark
upon-Trent
McCarthy, Francis Joseph, and Washington Downing, Glitspur at
Smithfield, Devon Factors. Nov 14 at 3 at offices of Izard and Betts,
Eastcheap. Handson, King st, Chapside
McNab, Colin, Liverpool, Provision Merchant. Nov 16 at 3 at offices of
Lupton, Harrington st, Liverpool
Medhurst, Richard, Bishop's Walkum, Hants. Nov 16 at 3 at St
George's House, St George's square, Portsea. Cousins and Barblize,
Portsmouth
Moss, William, Backpool, Lancashire, Eating house Keeper. Nov 21
at 1 at the Royal Hotel, Blackpool. Sykes, Bacup
Norbury, William, Blackburn, Lancashire, Draper. Nov 17 at 11 at
offices of Darlow, Lord at West, Blackburn
Oakley, William Henry, Upper George st, Bromley, no occupation. Nov
14 at 3 at offices of Froggatt, Argyll st, Regent st
Padlock, Pinnes, Walsell, Stafford, Builder. Nov 17 at 10.30 at
offices of Bill, Bridge st, Walsell
Parker, George, Garsely, York, Farm Labourer. Nov 17 at 2 offices
of Harle, Victoria chambers, South parade, Leeds
Parson, Henry Ranger, Cardiff, Glamorgan, Grocer. Nov 16 at 1 at
offices of Barnard and Co, Albion chambers, Bristol. Griffith and
Corbett, Cardiff
Pattison, Robert, Middlesbrough, York, Merchant Tailor. Nov 18 at
1 at the Hawker's Hotel, St Helen's square, York. Aldenbrooke
Perry, Edwin, Union st, Southwark, Draper. Nov 12 at 1 at 145,
Chapside. Wickens, Palmerston buildings
Pick, Wheatley, L'gize, Derby, Grocer. Nov 19 at 3 at offices of
Gratton, Cora market, Derby
Ponder, George, Borough rd, Southwark, Timber Merchant. Nov 10
at 11 at the Railway Hotel, Blackfriars rd. Melcalf, Gresham
buildings
Prince, James, Patcham, Sussex, Trainer. Nov 21 at 11 at offices of
Goodman, Prince Albert st, Brighton
Reed, John William Wyatt, Exeter, Baker. Nov 14 at 4 at the Thres
Crane Inn, South st, Exeter
Rowley, Julius Henry, Walsley Rectory, Lincoln, Clerk in Holy Orders.
Nov 16 at 11 at offices of Page, Jan, Exeter gate, Lincoln. Page
and Padley, Market Rasen
Sarrington, Jeffery, Newport Pagnall, Buckingham. Miller. Nov 16
at 3 at the Swan Hotel, Newport Pagnall. Bull, Newport Pagnall
Sharp, William, Maldenhead, Berks, Land Agent. Nov 18 at 12 at
offices of Harrison, Fowke's buildings, Great Tower st
Shepley, Alexander, Hyde, Chester, Grocer. Nov 16 at 3 at offices of
Smith, Hyde
Shewler, Thomas, Wainfleet All Saints, Lincoln, Whitesmith. Nov 17
at 2 at the Angel Inn, Wainfleet All Saints. Taimbleby and Son,
Spilsby
Somerville, Thomas, Hulme, Lancashire, out of business. Nov 23 at
3 at offices of Sutton and Elliott, Brown st, Manchester
Thompson, Matthew Herbert, Felton, Northampton and, Painter. Nov
13 at 2 at offices of Nicholson, Bridge st, Morpeth
Toon, William, Farest, Huntingdon, Cattle Dealer. Nov 11 at 12 at the
Wentworth Hotel, Wentworth at, Peterborough
Tranter, John, Sheffield, Railway Clerk. Nov 16 at 3 at offices of
Crang, Queen st, Sheffield
Uncles, James, Bath, Somerset, Beer Retailer. Nov 14 at 1 at offices
of Webb, Fountain buildings, Bath
Walker, Matthew Sidney, Ford Green, Stafford, Grocer. Nov 14 at 11
at offices of Julian, Wedgwood chambers, Burslem
Walsh, William, Liverpool, Wine Dealer. Nov 17 at 2 at offices of
Hughes, Lord at, Liverpool
Watson, George, Hartlepool, Durham, Grocer. Nov 16 at 3 at offices of
Bel, Church st, West Hartlepool
White, Edward, Savage garden, Corn factor. Nov 18 at 12 at the
Corn Exchange chambers, Soothing lane. Parker and Co, St.
Michael's alley
Williams, Thomas, Manchester, Miller Maker. Nov 10 at 12 at the
Mitre Hotel, Cathedral yard, Manchester. Potter and Knight, Man-
chester
Wisper, Arthur, Great Bridge, Stafford, Boot and Shoe Manufacturer.
Nov 13 at 3 at offices of Warrington, Castle st, Dudley
Wisterton, John Edward, Dulwich rd, Fenge, Dealer in Mining Shares.
Nov 13 at 3 at 10 Trinity st, Southwark. Udy
Wiseman, George, Richard st, St Leonard's rd, Bromley-by-Bow,
Baker. Nov 11 at 11 at the Backwall Railway Hotel, London st
Rigby, Half Moon crescent, Islington
Woodward, Joseph, Wolverhampton, Stafford, Leather Saller. Nov
14 at 11 at offices of Green, Corporation st, Wolverhampton

FRIDAY, Nov. 6, 1874.

Ambler, Samuel, Halton, near Leeds, Grocer. Nov 17 at 3 at offices of
Granger, Bink st, Leeds
Andrew, Thomas, and Alfred John Ruffin, Peabody buildings, Com-
mercial st, Engineer's Factors. Nov 20 at 3 at the Cannon st Hotel,
Simpson and Calford, Graceschurch st

Beaumont, John William, Chesterfield, Derby, Agent. Nov 25 at 12 at the Star Hotel, Chesterfield. Keely
 Blackman, John, Evesham, Worcester, Grocer. Nov 16 at 12 at offices of New and Co, Evesham
 Bolton, Atchison, Newcastle-upon-Tyne, Eating house Keeper. Nov 13 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
 Brown, James Hall, Colworth rd, Leytonstone, Veterinary Surgeon Nov 16 at 10 at the Victoria Tavern, Morpeth rd. Long, Lansdown terrace, Victoria Park
 Call, William, Ramsgate, Kent, Tobacconist. Nov 16 at 2 at the Guildhall Coffee-house, Gresham st. Sankey and Co, Ram-gate
 Campbell, John, St Helen's. Dec 1 at 10 at the Public hall, Hardshaw st, St Helen's. Grace, St Helen's
 Chater, William, Kettering, Northampton, Shoe Manufacturer. Nov 20 at 11 at offices of Breedy, Gas st, Kettering
 Colley, William Edward, Rowley, Silop, Farmer. Nov 29 at 12 at offices of Knowles and Michelmore. Church st, Wellington
 Consens, Benjamin, Wakefield, York, Earthenware Dealer. Nov 19 at 11 at offices of Forrell, King st, Wakefield
 Cracknell, Frederick Charles, Union st, Borough, Grocer. Nov 18 at 12 at offices of Morris, Staple Inn, Holborn
 Crockett, Everard, Wallall, Staff rd, Grocer. Nov 19 at 10 30 at offices of Wilkinson and Giespie, Bridge at, Walsall
 Cutting, Horace Everard, Swansea, Auctioneer. Nov 14 at 3 at the Nelson Wine and Spirit Vaults, Nelson st, Swansea
 Davis, Joseph Thornton, Hespocott Red House, Northumberland, Farmer. Nov 17 at 12 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne
 Dearden, Charles, Leeds, Painter. Nov 20 at 11 at offices of Middleton and Sons, Park row, Leeds
 Dornat, Charles Charles, Barnstable, Devon, Soda Water Manufacturer. Nov 23 at 12 at offices of Thorne, Castle st, Barnstable
 Eaton, John, Leicester, Builder. Nov 19 at 12 at 4, New st, Leicester. Stone and Billon, Leicester
 Evans, David, Conwll Cayo, Carmarthen, Innkeeper. Nov 16 at 2 at offices of Liord, High st, Lampeter
 Fry, Thomas, Ilfracombe, Devon, Carriage Proprietor. Nov 16 at 12 at offices of Bencaft, Bridge Hall chambers, Barnstable
 Ger, Joseph Benson, Clare, Suffolk, Schoolmaster. Nov 23 at 4 at offices of Evans and Sons, John st, Bedford row
 George, George Edward, Linington, Somerset, Clerk in Holy Orders. Nov 17 at 11 at the Three Choughs Hotel, Yeovil. Watta, Yeovil
 Gibson, Henry Bullock, Windsor rd, Holloway, Clerk. Nov 19 at 3 at Bidler's Hotel, Holborn hill. Lewis, Farnival's inn
 Groom, Thomas, Upper Dorset st, Vauxhall Bridge rd, Provision Dealer. Nov 16 at 8 at offices of Cooper, Charing cross
 Gross, Henry Glenn, Northampton, Shoe Manufacturer. Nov 19 at 3 at offices of Becke, Market square, Northampton
 Haley, George, and William Mann, Batley Carr, York, Woollen Manufacturers. Nov 10 at 3 at the Royal Hotel, Dewsbury. Ibberson, Dewsbury
 Harner, Ebenezer, New Brompton, Kent, Grocer. Nov 20 at 4 at offices of Hayward, High st, Rochester
 Harris, Joseph, Walsall, Stafford, Contractor. Nov 18 at 11 at offices of Travis, Church lane, Tipton
 Hayward, James, Banbury, Oxford, Coach Builder. Nov 20 at 3 at offices of Kilby and Son, Banbury
 Head, Charles, Fareham, Hants, Brewer. Nov 19 at 3 at offices of Goble, Fareham
 Hobbs, John, Fremington, Devon, Innkeeper. Nov 18 at 11 at offices of Generalf, Bridge Hall chambers, Barnstable
 Hole, Benjamin, Bristol, Paperhanger. Nov 14 at 11 at offices of Sharp, Guildhall, Broad st, Bristol
 Hopfrott, Henry, Tunbridge Wells, Kent, Plumber. Nov 20 at 11 at offices of Burton, Dyott terrace, Tunbridge Wells
 Russell, George Collins, Minorities, Fiaz Maker. Nov 26 at 2 at offices of Peckham and Co, Knight Rider at
 Housden, Mark, Broadway, West Ham, Carpenter. Nov 13 at 11 at the Two Brewers, High st, Stratford. Rigby, Half moon crescent, Halington
 Humphries, William, York, Plumber. Nov 19 at 11 at offices of Crumble, Storgate, York
 Innes, William, Manchester, Tobacconist. Nov 25 at 3 at offices of Rylands, Essex st, Manchester
 Joy, Charles, Lowman rd, Holloway, out of business. Nov 23 at 3 at offices of Shum and Co, King's rd, Bedford row
 Jakes, Stephen, Darlington, Stafford, Grocer. Nov 20 at 11 at offices of Sheldon, High st, Wednesbury
 Kelly, Patrick Joseph, Salford, Lancashire, Shoe Dealer. Nov 12 at 3 at offices of Fox, Princess st, Manchester
 Leslie, William Duncan, Harrogate, York, Hair Dresser. Nov 20 at 12 at the George Hotel, Harrogate. Dale, York
 Lewis, William, Birmingham, Goldsmith. Nov 17 at 3 at offices of Sharp, Argyle chambers, Colmore row, Birmingham. James and Oerton
 Lounen, Thomas Brinton, Bristol, Licensed Victualler. Nov 20 at 12 at offices of Hancock and Co, Guildhall, Broad st, Bristol. Benson and Thomas, Bristol
 Michan, Albertine Hervey Bext, Brighton, Sussex, Teacher of Dancing. Nov 25 at 11 at offices of Holtham, Ship st, Brighton
 Millard, William Benjamin, Wandsworth rd, Surrey, Furnishing Ironmonger. Nov 19 at 3 at offices of Boura and Fry, Paternoster row. Cooper, Charing cross
 Milligan, William, Glasburo, York, Stuff Manufacturer. Nov 20 at 11 at offices of Lancaster and Wright, Manor row, Bradford
 Morgan, Evans, Old Kent rd, Grocer. Nov 20 at 2 at offices of Izard and Betts, Eastcheap. Noon, Blomfield st
 Regus, Joshua, Godmanchester, Huntingdon, Painter. Nov 16 at 2 at the George Hotel, Huntingdon. Gaches, Faterborough
 Newman, Maurice, Manchester, Publisher. Dec 4 at 2 at offices of Kurlall and Sons, Asson's row, Albert square, Manchester
 Owen, David, Rineydr, Radnor, Chemist. Nov 24 at 12 30 at offices of Ewing, Broad st, Newtown
 Pease, Abraham, Chorlton-upon-Medlock, Lancashire, Provision Dealer. Nov 18 at 3 at offices of Heywood, Dickinson st, Manchester
 Pitchforth, Robert, Stafford, Staney, near Wakefield, York, Joiner. Nov 20 at 11 at offices of Barnett and Senior, Wood st, Wakefield

Pooley, George Henry, Southall, Assistant Secretary to a Public Company. Nov 20 at 3 at offices of Christmas, Walbrook
 Robinson, Frank, Fellows rd, Baverstock Hill. Nov 26 at 3 at offices of Lawrence and Co, Old Jewry chambers
 Robinson, George Frederick, Manchester, Paper Merchant. Nov 25 at 3 at offices of Sutton and Elliott, Brown st, Manchester
 Roe, Francis, Taddington, Derby, Licensed Victualler. Nov 21 at 4 at the Shakespeare Hotel, Spring gardens, Buxton. Bent, Manchester
 Roots, Frederic, Canterbury, Fodder Merchant. Nov 17 at 2 at the Guildhall Coffee-house, Gresham st. Sankey and Co, Canterbury
 Sargent, George, Great Bridge, Stafford, Journeyman Sawyer. Nov 20 at 4 at offices of Sheldon, Lower High st, Wednesbury
 Slater, William, Blackfriars rd, Southwark, Printer. Nov 13 at 2 at offices of Breels, Guildhall chambers, Basinghall st. Arnold, Finsbury pavement
 Spence, Francis Alfred, Banchurch, Isle of Wight, no trade. Nov 20 at 2 at the Old Ship Hotel, Brighton. Gadsden and Treherne
 Spencer, George, Brighton, Sussex, Oyster Merchant. Nov 20 at 3 at offices of Nye, North st, Brighton
 Stanford, William, Brighton, Sussex, Butcher. Nov 24 at 3 at offices of Nye, North st, Brighton
 Stead, Richard, Birmingham, Scrap Dealer. Nov 13 at 3 at offices of Parry, Bennett's hill, Birmingham
 Stewart, Elizabeth, Oxon, Cheshire, Stationer. Nov 18 at 3 at offices of Mawson, Duncan st, Birkenhead. Anderson, Birkenhead
 Stonely, Alfred John, Wakefield, York, Joiner. Nov 18 at 3 at offices of Burton and Moulding, King st, Wakefield
 Stott, John, Bradford, York, Fraiterer. Nov 23 at 3 at offices of Hutchinson, Piccadilly, Bradford
 Tavel, Vincent, Friskney, Lincoln, Farmer. Nov 19 at 12 30 at the Peacock Hotel, Boston. Hyde, inn, Lough
 Temple, William, Scarborough, York, Boot Dealer. Nov 19 at 11 at offices of Rooke and Midgley, Boar lane, Leeds
 Theobald, Francis William, Thornton Hough, Cheshire, Narasryman. Nov 19 at 2 at offices of Downham, Market st, Birkenhead
 Wainwright, Edward, Birmingham, Grocer. Nov 13 at 12 at offices of Fallows, Cherry st, Birmingham
 Whitehead, Thomas, Leather lane, Holborn, China Dealer. Nov 23 at 3 at offices of Lewis and Lewis, Ely place, Holborn
 Wither, Henry Stephen, Kensington High st, Stationer. Nov 19 at 3 at the Inns of Court Hotel, Holborn. Heron, Ely place, Holborn
 Wirth, Henri Alexander Victor, Joseph Paul Edward Wirth, and Marie Theresa Pauline Wirth, Regent st, Swiss Furniture Manufacturers. Nov 23 at 1 at offices of Lumley and Lumley, Conduit st, Bond st
 Wood, Edmund George Powys, Harcourt terrace, Redcliffe square, Retired Lieutenant. Nov 14 at 2 at offices of Froggatt, Argyll st, Regent st

TUESDAY, Nov. 10, 1874.

Alker, Ellen, Manchester, Beer Retailer. Nov 23 at 3 at offices of Burton, King st, Manchester
 Allen, James, Nottingham, Luce Maker. Nov 26 at 11 at offices of Smith, Fletcher gate, Nottingham
 Almond, William, and John Almond, North Shields, Northumberland, Engine Builders. Nov 25 at 11 at offices of Tinley and Co, Howard st, North Shields
 Allen, Mary Jane, Stourbridge, Worcester, Fancy Haberdashier. Nov 21 at 11 at offices of Wall, Union chambers, Stourbridge
 Ambler, Samuel, Dewsbury Moor, York, Manufacturer. Nov 21 at 3 at offices of Sykes, Oak st, Heckmondwike
 Ashenhurst, Charles James, Moss Side, near Manchester, Solicitor's Clerk. Nov 23 at 4 at offices of Mothershead, Victoria st, Manchester
 Bartlett, William Stephen James and Henry Chapman, Finsbury square buildings, Share Dealers. Nov 19 at 3 at Finsbury square buildings
 Beck, East India avenue, Leadenhall st
 Benham, Helen, Parkside, Knightsbridge, Milliner. Nov 25 at 3 at offices of Barker, St Michael's House, Cornhill
 Bettaney, John, and William Bettaney, Langton, Stafford, Decorators. Nov 26 at 2 at the Copeland Arms Hotel, Stoke-upon-Trent. Welch, Longton
 Biggs, Ann, Brighton, Sussex, Pork Butcher. Nov 23 at 11 at offices of Goodman, Princes Albert st, Brighton
 Bray, Hugh and James Smith, Wigan, Lancashire, Cotton Manufacturers. Nov 14 at 11 at offices of Sale and Co, Booth st, Manchester
 Brickman, George, Folkestone, Kent, Auctioneer. Nov 23 at 1 at the Fleur-de-Lis Hotel, Canterbury. Rowland
 Catling, Frederick James, and James Vanoutten, Catherine court, Tower hill, Corn Factors. Nov 24 at 2 at offices of Cooper and Co, George st, Mansion house. Hollams and Co, Mincing lane
 Child, Ralph, Sunderland, Durham, Cabinet Maker. Nov 17 at 11 at offices of Tilley, Norfolk st, Sunderland
 Chipchase, Joseph Luke, Great Cambridge st, Hackney rd, Children's Boot Manufacturer. Nov 18 at 3 at offices of Philp, Queen Victoria st, Cirk. William, Sopley, Bedford, Farmer. Nov 10 at 1 at offices of Hall, Abchurch lane
 Cooper, John, Birmingham, Shoemaker. Nov 24 at 11 at offices of Duke, Christ Church passage, Birmingham
 Carr, David, Manchester, Jute Splicer. Nov 27 at 11 at offices of Sale and Co, Booth st, Manchester
 Davis, Edward, Birmingham, Tailor. Nov 19 at 2 at Bullivant's Hotel, Carr's lane, Birmingham. Kennedy, Birmingham
 Delahaye, Joseph, Kensington rd, Provision Merchant. Nov 30 at 3 at Painters' hall, Little Trinity lane. Pritchard and Co
 De Pae, Abraham Daniel, Kensington garden terrace, Merchant. Nov 18 at 12 at the Guildhall Coffee house, Gresham st. Cramp, Pall Mall lane
 Dowden, Edward, Edgware rd, Grocer. Nov 23 at 11 at offices of Deane and Co, South square, Gray's inn
 Drakeford, John David, and William Thomas Drakeford, Great Winchester at buildings, Silk Merchants. Nov 19 at 3 at offices of Hudson and Co, Bucklersbury
 Drew, John Brown, Murray st, Hoxton, S'ap Fitter. Nov 23 at 3 at the Guildhall Tavern, Gresham st. Locks, Pavement, Finsbury
 Durkee, George Gilbert, Liverpool, Merchant. Nov 23 at 3 at offices of Nordon, Cook st, Liverpool
 England, Philip Newberry, Polygon, Somerset Town, Accountant. Nov 18 at 10 at offices of Hutchinson, Vauxhall Bridge rd

Fairbairn, John Benjamin, Sunderland, Durham, Bootmaker. Nov 13 at 11 at offices of Pinkney, John st, Sunderland
 Foudike, Robert, Great Yar-mouth, Norfolk, Ironmonger. Nov 27 at 12 at offices of Worship and Rising, South Quay, Great Yarmouth
 Gill, Arthur Edwin, Leeds, Merchant. Nov 24 at 2 at offices of Greene, St James's, Leeds
 Gillespie, Walter, Yiewsley, Middlesex, Engineer. Nov 23 at 12 at offices of Dean and Taylor, King's rd, Bedford row
 Glasbrook, Henry, Bootle, Lancashire, Gent. Nov 27 at 11 at offices of Ho's Union court, Castle st, Liverpool. Jones and Co, Liverpool
 Hanson, Isaac, Buxton, Derby, Hairdresser. Nov 25 at 3 at offices of Bent, Piccadilly, Manchester
 Heaphy, William, Hampden st, Paddington, Boot Manufacturer. Nov 19 at 12 at offices of Cattlin, Guildhall yard
 Hewitt, Charlotte Wright, Bloomfield terrace, Pimlico, Farmer. Nov 23 at 3 at 15, Bedford row. Duignan and Salles
 Hewett, Thomas, Newcastle-upon-Tyne, Draper. Nov 23 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
 Hiam, Henry, Cheltenham, Coach Builder. Nov 23 at 3 at offices of Stroud, Clarence parade, Cheltenham
 Hird, Robert, Jun, West Hartlepool, Durham, Grocer. Nov 23 at 3 at offices of Bell, Church st, West Hartlepool
 Hocken, Henry, Cornhill, Cornwall, Commission Agent. Nov 18 at 12 at offices of Trevena, West-end, Redruth
 Holland, Samuel George, Heeley, Sheffield, Builder. Nov 23 at 12 at offices of Meller, Bank st, Sheffield
 Hollis, George Frederick, Birmingham, Coal Dealer. Nov 20 at 11 at offices of Beaton, Victoria buildings, Temple row, Birmingham
 Hopkins, John Lancaster, Birkenhead, Cheshire, Grocer. Nov 20 at 2 at offices of Downham, Market st, Birkenhead
 Jamieson, Joseph, and Frederick John Jamieson, Old Shotton, Durham, Drapers. Nov 18 at 3 at offices of Bell, Lambton st, Sunderland
 Johnstone, John Grindie, Newport, Monmouth, Tailor. Nov 23 at 2 at offices of Gibbs, Commercial st, Newport
 Law, Elizabeth, Wednesday, Staff rd, Grocer. Nov 24 at 11 at offices of Slater, Burgoth, Darlaston. Edwards, Darlaston
 Leggett, John, Pond terrace, Leader st, Chelsea, Builder. Nov 19 at 3 at offices of Boydell, South sq, Gray's inn
 Livett, Richard, Batham, Surrey, Builder. Nov 26 at 3 at offices of Hooper, Newgate st
 Mackay, John Edward, Middlesborough, York, Draper. Nov 25 at 12 at Barker's Temperance Hotel, Bridge st West, Middlesborough. Bainbridge, Middlesborough
 Marshall, John, Ripon, York, Auctioneer. Dec 3 at 3 at offices of Arrowsmith and Winn, Ripon. Wainwell, Northalerton
 Mathewman, Benjamin, sen, and Henry Mathewman, Sheffield, Cutlery Manufacturers. Nov 20 at 2 at the Carlers' Hall, Church st, Sheffield. Clegg and Sons, Sheffield
 McKinnell, Joseph, Manchester, Paper Stainer. Nov 24 at 3 at offices of Sale and Co, Booth st, Manchester
 Mears, Henry, Sunderland, Durham, Ironmonger. Nov 19 at 11 at offices of Hope, Norfolk st, Sunderland
 Metcalf, William, York, Grocer. Nov 23 at 3 at offices of Crumlie, Stonegate, York
 Miller, John, Liverpool, Ironmonger. Dec 5 at 11 at offices of Lowe, Castle st, Liverpool
 Moore, Daniel, Tootington, Lancashire, Grocer. Nov 24 at 12 at offices of Watson, Broad st, Bury
 Morgan, John Pinn, and Reuben Elworthy, Elmonon, Corn Merchants. Nov 26 at 2 at offices of Willoughby and Cox, Cliff rd, inn, Fleet st
 Ord, Robert, and James Purvis, Berwick-upon-Tweed, Tailors. Nov 25 at 3 at the Red Lion Hotel, Berwick-upon-Tweed. Douglas, Berwick-upon-Tweed
 Oswell, Richard, Altrincham, Cheshire, Grocer. Nov 25 at 3 at offices of Mann, Cooper st, Manchester
 Painter, Frederick Charles, Leicester, Hosiery Warehouseman. Nov 21 at 12 at the Marlborough's Head, Welford rd, Leicester. Peity, Leicester
 Palmer, George, Putney, Surrey, Sledman. Nov 30 at 3 at offices of Monton and Morris, Lambeth hill, Queen Victoria st
 Peacock, Thomas, New Church rd, Cumberwell, Manile Manufacturer. Nov 20 at 2 at offices of Chester, Newington Butts
 Peacock, William, Kendal, Westmorland, Wheelwright. Nov 24 at 11 at the Board Room, Market place, Kendal. Thomson and Wilson, Kendal
 Pollitt, William, Bradford, Lancashire, Joiner. Nov 27 at 3 at offices of Law, King st, Manchester
 Remfrey, Josiah, Bascumb terrace, Unbride rd, Civil Engineer. Nov 19 at 3 at offices of Stollard, Chancery lane
 Roberts, Robert, and Thomas William Oliver, Oswestry, Silop, Mercers. Nov 23 at 14 at 8, York st, Manchester. Doune, Oswestry
 Robottom, John, Bradford, York, Fruiterer. Nov 13 at 4 at offices of Atkinson, Tyrrel st, Bradford
 Radd, James, Old st rd, St Luke's, Baker. Nov 27 at 12 at offices of Child, South square, Gray's inn
 Salton, Walter Thomas, Road lane, Public Accountant. Dec 3 at 2 at offices of Farnfield, Lower Thames st
 Sergeant, John, Northcote rd, Braxatere, Drill Master. Nov 23 at 2 at offices of Jones, Bank buildings, York, Pawnshop
 Sever, Charles, New Malton, York, Painter. Nov 26 at 2 at the George Inn, New Malton. Simpson, New Malton
 Simmonds, James Edward Nation, Walbrook, Cigar Importer. Nov 23 at 2 at offices of Chapman, Fenchurch st
 Smallwood, Joseph, Epsom, Surrey, Boot-maker. Nov 19 at 2 at offices of Montagu, Bucklersbury
 Smith, Peter, Harebottom, Lancashire, Twine Manufacturer. Nov 26 at 11 at offices of Leigh, Brown st, Manchester
 Solomons, Abraham, Kingston-upon-Hull, Travelling Jeweller. Nov 23 at 11 at offices of Jordeson, County buildings, Hull
 Stevens, Frederick Hildebrand, Plymouth, Devon, Captain R.N. Nov 23 at 12 at offices of Derry, Courtenay st, Plymouth
 Sutcliffe, John, Bradford, York, Cotton Warp Manufacturer. Nov 24 at 3 at offices of Wigglesworth and Glossop, Kirkgate, Bradford
 Greston, Stafford
 Taylor, William, Essex rd, Lillingdon, Cheshamonger. Nov 25 at 3 at offices of Roughty, Ironmonger lane
 Taylor, William, Bampton, Bath, Bookbinder. Nov 23 at 12 at offices of Riches, Paragon, Bath

Taylor, William John, and Alfred Gray, Peckham Rye, Auctioneer. Nov 21 at 12 at the Guildhall Coffee house, Gresham st.
 Temple, William, Ramsgate, Kent, Ladies' Outfitter. Nov 20 at 3 at 3 at the Bell and George Hotel, Ramsgate. Sankey and Co, Ramsgate
 Thompson, Thomas, Liverpool, Grocer. Nov 23 at 3 at offices of Chalmers, Fenwick st, Liverpool. Collins, Liverpool
 Thorley, Reuben, Hanley, Stafford, Joiner. Nov 20 at 11 at offices of Padlock and Sons, Old Hall st, Hanley
 Underwood, William May, Kingland rd, Cheshamonger. Nov 23 at 2 at offices of Izard and Betts, Eastcheap
 Vinsen, Henry, sen, and Walter William Vinsen, Cambridge, Coach Builders. Nov 26 at 2 at the Bird bolt Hotel, St Andrew's st Cambridge
 Wakefield, George, Gun st, Saddler. Nov 21 at 10.15 at the Black Lion, New Montague st, Spitalfields
 Wal, George, Wigan, Lancashire, Stone Carver. Nov 24 at 11 at offices of France, Churchgate, Market place, Wigan
 Walsh, Thomas Joseph, Manchester, Shoe Dealer. Nov 30 at 3 at the Clarence Hotel, Spang gardens, Manchester. Leigh, Manchester
 Warner, Frances Sophia, King st, West Smithfield, Cheshamonger. Nov 24 at 11 at the Guildhall Coffee house, Gresham st. Pearce and Son, Giltspur st
 Watles, Patrick, Liverpool, Fruiterer. Dec 4 at 3 at offices of Low, Castle st, Liverpool
 White, William, Rochester, Kent, Garment Manufacturer. Nov 23 at 12 at offices of Parker and Co, St Michael's alley, Cornhill
 Wilkinson, Mark, Nottingham, Nov 21 at 3 at the Assembly Room, Low pavement, Nottingham. Granch and Stroud
 Winsome, Edwin, Park st, Croydon, Accountant. Nov 19 at 4 at offices of Kiach and Co, Wellington st, Strand
 Wood, George, Brushfield st, Spitalfields, Provision Merchant. Nov 23 at 3 at offices of Whittington, Bishopsgate st Without
 Worth, John, Birmingham, Scrap Iron Dealer. Nov 23 at 1 at offices of Harrison, Newhall st, Birmingham
 Yeowell, Eliza, St John's rd, Hoxton, Baker. Nov 23 at 2 at the Guildhall Coffee house, Gresham st. Terry, Gresham st, Bank

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